

Terms of use

Profound Investments House Ltd (hereinafter: "**Profound**") grants you access to its internet website (hereinafter: "**Website**") and use thereof subject to the terms set forth hereunder.

1. General

1.1. All products and services provided by Profound are subject to the provisions and terms set forth in the Website pages.

1.2. The user shall be solely liable for the use of this Website and the information contained herein. Profound shall not be held liable in any manner for any loss and/or damage and/or expense, whether direct or indirect, that was caused by use or reliance on any part of the information contained in this Website or the omission of any information.

1.3.1.3. Profound may change the information, materials and content of the pages of this Website at all times and without delivery of advance notice. These changes shall be binding upon their publication in the Website. The user is obligated to receive updates and track changes in the Terms of Use. Using and/or logging into the Website shall be deemed as consent to all changes.

2. Copyright

2.1. The Website and content thereof, including graphic design, drawings, illustrations, photos, pictures, texts, graphics, multimedia etc., are protected by copyright, patent rights, trademarks, trade secrets, intellectual property rights and other proprietary rights (hereinafter: "Rights"). All of the said Rights in connection with the information and/or the content of this Website are the property of Profound and the user does not and will not have any right of any kind in these Rights or content thereof.

2.2. The Website under protection as one work.

2.3. Profound agrees that the user will use the Website provided that the purpose of use is solely personal and not for commercial use and/or public distribution, unless Profound granted its prior and written consent.

2.4. The user undertakes not to take any action that may affect the Rights. Protected information may not be copied, redistributed, broadcast or published in any manner without obtaining the prior and written consent of Profound. The user may not use protected information in any manner or take any action that may

impair the accuracy and reliability of the information or the reputation of Profound as the owner of rights in the information or any other entity that owns the information.

2.5. The user undertakes not to make any use of the information and/or content for any purpose other than the purpose set forth hereinabove and in any event no change and/or misrepresentation and/or any action that may impair the information and/or the content are prohibited or any action that may impair the name or the reputation of Profound as the owner of copyright in the materials or by any other entity.

2.6. Copying, broadcasting, distributing, photocopying, duplicating or storing of a part and/or parts of the information and/or the content in any manner or form for the purpose of distribution and/or advertising is strictly prohibited, unless Profound granted its prior and written consent.

3. **Avoidance of giving an opinion or consultation**

3.1. The purpose of the information contained in the Website is to provide information and it does not replace personal consultation – that takes into account the requirements and assets of any person – by a certified portfolio manager, an investments counselor or an investment marketer, including legal consultation, tax consultation, recommendation to purchase financial assets and/or securities etc., and may not be relied in any manner and/or form without receiving an opinion and/or consultation from relevant professionals and anyone acting in the said manner acts at his sole discretion and under his full responsibility.

3.2. All opinions and estimates published in the Website, if published, are published by Profound and are correct as of their publication date and are subject to change without advance notice. The opinions and estimates are given in good faith and without assuming legal or other liability on behalf of Profound.

3.3. Profound did not examine the correctness of the information and is not responsible for it. The said information does not constitute an opinion of the company subject matter of the information or the quality and terms of the securities that the said company offers.

3.4. Profound shall not be held liable, in any manner and/or form, for any loss and/or damage and/or expense, direct and/or indirect, that were caused by the

use or reliance on all and/or part of the information contained in this Website or the omission of any information.

3.5.The information, even if its source is certified and reliable as of the date of its submission, shall not impose any liability, explicitly or implicitly, on Profound and others regarding continuation of its availability, correctness, accuracy, integrity, effect, authenticity and/or compliance with a certain purpose.

3.6.Although references to a third party are made expressly in the Website, this shall not be deemed as if Profound recommends, explicitly or implicitly, to rely on any information, opinion, estimate, opinion, consultation, product and/or service provided by any third party and this shall not be deemed as approval of their correctness and/or validity.

4. **Limitation of liability**

4.1.The Website, including all information contained therein, the software code used to write the Website and any information or material that are made available by the Website are presented "AS-IS" or "as available" and Profound shall not be held liable, explicitly or implicitly, for the information contained therein, its quality, nature, standard, integrity, correctness, accuracy, authenticity, reliability and compliance with a particular purpose. In addition, Profound shall not be held liable, explicitly or implicitly, for any damage and/or loss, whether direct or indirect, caused to a user and/or any third party in anything related to the use of the Website.

4.2.Profound does not undertake that the use of the Website shall be uninterrupted and shall be immune from malfunctions, mistakes, disruptions, failures, loss of information and computer viruses. The user is responsible to protect any software and hardware with sufficient means so as to prevent any damage and/or malfunction and/or loss of information and/or presence of computer viruses. Profound shall not be held liable for any damage that could be caused from viruses, software applications, hacking or any damage to the information security measures applied by Profound.

4.3.The user shall be solely responsible for the use of the Website and the user hereby waives any demand and/or claim and/or cause of action in connection with the nature, quality and/or standard of the information displayed in the Website and/or in connection with its integrity, accuracy, correctness, reliability and compliance with a particular purpose.

4.4. Profound shall not be held responsible or liable for any disruption, mistake or omission in the content of the Website and shall not be held liable for any damage – direct or indirect, constructive or incidental – caused or that will be caused due to access to the Website and use thereof or due to any denial of access to the Website or use thereof.

5. **Links/software**

5.1. The Website includes links to third party websites, which the user may reach by using the Website. Profound is not liable for the information contained in other websites linked to the Website by electronic links (to the extent that there are any) and it shall not be held liable for any damage caused to the user due to reliance on the information contained in these websites.

5.2.5.2. Links from other websites and/or other websites are solely for the sake of convenience. Profound has no control over the links and links to third party websites may not be construed as granting approval, effect, confirmation, recommendation or preference by Profound to these linked websites including their content, operators or products and services displayed thereat. Profound shall not be held liable for the content specified in the linked websites and/or the services and products offered thereat. Links to websites where software may be downloaded are provided solely for the sake of convenience and Profound shall not be held liable for any direct or indirect loss or damage caused due to downloading of software products, including damage caused by computer viruses. Using and downloading of any software products are subject to the provisions set forth in the aforesaid software license agreement.

6. **Forums**

The following provisions shall take effect if and to the extent that there are forums in the Website:

6.1. The user is aware that all messages published in forums are under the sole responsibility of the writers/senders of the message. The user affirms that he shall be held solely liable for the content of any message that is written/sent by him.

6.2. Profound shall not be held liable for the correctness and/or authenticity and/or quality of the messages in the forums, including scribal errors and any other error. Profound shall not be held liable for all mistakes, damage to users or omissions that might be caused as a result of writing and/or sending messages to forums. Profound shall not be held liable for any loss or damage that could be

caused as a result of using information displayed in forums. The user affirms the foregoing and is aware that as part of the use of the forum, he might be exposed to offensive, erroneous, misleading information etc., and he shall have no demand, claim or cause of action against Profound in connection therewith.

6.3. Any user writing and/or sending messages to forums undertakes not to send any message that is illegal and/or harmful and/or harassing and/or lewd and/or defamatory and/or that could constitute libel and/or defamation and/or that could infringe the privacy of another user. The user undertakes not to send to forums a message that contains information that might solicit other users and/or encourage a certain behavior and/or action. The user undertakes not to send spam to other users, whether in a forum or to their private emails as published – to the extent published – in the forum. The user undertakes not to impersonate a person and/or an entity and/or a company and/or any other entity. The user undertakes not to send any information and/or software and/or file that infringes directly or indirectly, deliberately or inadvertently, the provisions set forth by the law and/or the stock exchange and/or a patent and/or a trademark and/or confidential information and/or copyright and/or any other third party intellectual property. The user and/or sender and/or writer of the message grant Profound and/or other users the right to use the information at no cost as of the date of publication of the information. Profound may correct, process, publish, distribute, rewrite, translate, cut and use the information in other online content, display the materials and/or the information, in whole or in part, in any place and/or in any manner in Israel and worldwide and/or in the internet and/or telecommunication and/or in any known or future technology.

6.4. The user is aware that Profound and any representative on its behalf shall be entitled to revise and/or edit and/or delete messages – in whole or in part and/or prevent the user from publishing the message in any manner without delivering advance notice. Without derogating from the foregoing, it is clarified that in any event of information that was written and/or sent by the user and that could breach the provisions set forth in these Terms, Profound shall be entitled to act as said at its sole and absolute discretion.

6.5. The user and/or the writer and/or the sender of messages to the forum agrees and undertakes to indemnify Profound for any expense, including lawsuits, judgments and attorney fees, to the extent that there are any, caused due to a

claim and/or demand made against Profound from any third party due to breach of any of the provisions set forth in these Terms of Use.

6.6. Profound shall endeavor to the best of its capabilities and at its discretion to protect the user's privacy. Profound shall take reasonable measures so as not to expose information about the user, unless the user granted permission to do so himself. Notwithstanding the aforesaid, Profound may disclose the identity and details of the user in the event the user made illegal use of the information and/or if Profound is required to act in the said manner by a competent authority.

6.7. It should not be assumed that the identity of users in the forums conforms to the identity of the users in reality and it may not be assumed that these users are knowledgeable of the information they publish in the forums or that this information is reliable and accurate.

7. **Email**

Any communication by email in the internet, similar to any other communication, is not protected and is exposed to hacking, loss, disclosure and modification. Profound shall not be held liable for any damage caused to any user or any third party in anything related to the delivery of an email sent by a user and/or to the user at the user's request.

8. **Protection of privacy**

8.1. The user is aware and agrees that Profound shall deliver information about the user to any third party, in accordance with the provisions set forth in the Protection of Privacy Law 5741-1981 and the provisions set forth in any law, to the extent required and at its sole discretion.

8.2. The user agrees that Profound will use the information about him so as to provide him information about different tools managed by Profound.

9. **Avoidance of granting force**

9.1. The information provided in the website shall not constitute granting of force, confirmation and/or validation and/or a recommendation, explicitly or implicitly, for any consultation, opinion, information, products or services of any third party.

9.2. Profound hereby clarifies that the information contained in the Website is solely for general and informative purposes and does not constitute any consultation, recommendation or solicitation to engage in transactions with Profound and/or with any other entity.

9.3. The user agrees that communication of information to or from the Website shall not give rise to any connection between the user and Profound or a relationship that exceeds the scope specified expressly in these Terms of Use.

9.4. In the event of discrepancy between the information obtained in the course of use of the Website and the information contained in the offices of Profound – whether in its official documents and whether information communicated verbally or in writing by Profound employees – the information contained in the offices of Profound, in its official documents or as communicated by Profound employees shall prevail.

10. Indemnification

10.1. Profound shall not be held liable for any damage and/or loss and/or expense, whether directly or indirectly, caused to the user or any third party due to use of the Website and/or failure to use the Website and/or the information contained therein and/or due to any act and/or decision made while relying on the information and the content of the Website and/or any use made in contravention of the provisions set forth in the Terms of Use, even if Profound is aware of possible damage and/or loss.

10.2. The user undertakes to indemnify Profound, including representatives, shareholders, employees and officers thereof for any damage, loss, payment and/or expense (including lawsuits, judgments and attorney fees) caused to any of them due to breach of the Terms of Use of the Website or any unauthorized use of the Website or the information contained therein. In addition, the user agrees to incur liability for all damages and/or losses and/or expenses, whether direct or indirect, expected or unexpected over which Profound has no control.

11. Choice of laws and jurisdiction

This Website is managed by Profound from its offices located in Israel. Use of this Website shall be governed by the laws of the State of Israel and shall be interpreted in accordance with the laws of the State of Israel, except for private international law, constituting a part thereof. Any claim, dispute and/or allegation made in connection with this Website shall be submitted and heard solely in the competent court in Israel and not in any other court outside Israel. If any term or provision set forth in these Terms of Use is determined to be illegal, unenforceable or invalid and/or unenforceable the other provisions set forth in these Terms of Use shall remain in full force and effect. Each of the provisions in

these Terms of Use in respect of which it is determined that it is invalid and/or unenforceable including limitation of liability in the Terms of Use, shall be replaced by an enforceable and valid provision that is as similar in tenor to the provision that was determined to be invalid and/or unenforceable.