

## WEBSITE TERMS OF USE

Welcome to ecton.io (the "**Website**"). These Terms of Use ("**Terms**") constitute a legally binding agreement between you and Ecton Labs Ltd., a company incorporated under the laws of the State of Israel (the "**Company**", "**we**" or "**us**"); These Terms govern your use of and access to the Website and do not affect the terms and conditions of any other agreement you may have with the Company, unless otherwise agreed to in writing by us.

By accessing, browsing or using the Website, you signify your understanding and agreement to be bound to these Terms and to comply with the applicable law, rules and regulations. We reserve the right to change these Terms at any time without notice to you. If you do not agree to these Terms, please leave the Website.

We take the protection of your personal information seriously. Please carefully review our Privacy Policy available at [https://www.ecton.io/\\_files/ugd/df8591\\_64f508638937417da29a5fe2ec1bcf60.pdf](https://www.ecton.io/_files/ugd/df8591_64f508638937417da29a5fe2ec1bcf60.pdf) (the "**Privacy Policy**"), which explains how we collect your personal information and how we use it. Our Privacy Policy is hereby incorporated into these Terms by reference and forms an integral part hereof.

### 1. Using the Website; Website Content and Proprietary Rights

1.1. Modification or Discontinuation of the Website. We may change, suspend or discontinue any aspect of the Website, at any time. We may also modify, limit, deny or impose limits on certain features and services or restrict access to parts or to the entire Website. We may terminate your access to the Website for any or no reason at any time and we will not have any liability whatsoever to you for any such termination.

1.2. Website Content. "**Website Content**" means any of the Website's past, present and future pages and versions, all information and materials contained therein (other than User Content, as defined below), including without limitation, data files, text, graphics, content, computer software, source and object code, music, audio files or other sounds, photographs, illustrations, videos or other images, and any trademarks, tradenames, service marks, logos and domain names, registered or unregistered.

You acknowledge that all of the Website Content which you may have access to as part of, or through your use of the Website is owned or controlled by the Company or its licensors and protected by copyright, patents, trademarks, trade secrets or other proprietary rights and intellectual property laws.

1.3. Prohibited Use. You agree to use the Website solely for your own not-for-profit and non-commercial fair use and solely for lawful purposes that are explicitly set forth herein.

Without derogating from any other provision of these Terms, you may not and may not permit or aid others to: (i) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Website Content; (ii) give, publish, sell, distribute, assign or display the Website Content; (iii) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Website Content; (iv) access (or attempt to access) the Website by any means other than through the interface provided by us or via automated means, including by crawling, scraping, caching or otherwise (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent) or (v) use the Website or the Website Content in any manner that: (a) is illegal or not authorized by these Terms; (b) interferes with, disrupts the Website (or the servers and networks which are related to the Website) or bypasses any measures we may use to prevent or restrict access to the Website; or (c) breaches any intellectual property rights of the Company or of third parties.

1.4. User Information. As part of your use of the Website, you may be required to provide the Company certain personal information (including name, phone number, Administrator or personal e-mail address, etc.) and to select a password. You shall provide Company with accurate, complete, and updated information. All such information shall be subject to our Privacy Policy.

### 2. Third Party Content

The Website (including any User Content) may contain links to other third parties' websites, applications or features, or referrals to certain third parties' products or services that are not owned or controlled by the Company and the Company has no control over them. If you choose to visit such third party's websites, applications or

features, or use their products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern your activities and any information you disclose while interacting with such third parties. The Company does not make any representation or warranty whatsoever regarding such third party's websites, applications, features, services, products or content. The Company also does not endorse and cannot ensure that you will be satisfied with any content, products or services that you accessed, purchased or download from such third parties, and is not responsible or liable in any manner for your interaction with such third parties.

### 3. User Content

- 3.1. User Content; Responsibility. "**User Content**" means any content and/or data you upload, transmit or otherwise make available via the Website, including but not limited to messages you send, files you upload and comments you make on files. You are solely responsible for the User Content and for any damage or loss to any third party resulting therefrom, and you assume all risk in connection therewith. You represent and warrant to us that: (i) you own all of your User Content or have obtained permissions, releases, rights or licenses to and authorize the Company and other third parties to, exploit, copy, download, store and transfer such User Content; and (ii) your User Content does not and will not violate or infringe any third party's copyright, trademark, or right of privacy or other personal or proprietary right.
- 3.2. Prohibited Use. You agree not to upload, post, transmit or otherwise make available any User Content: (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, pornographic, incites violence, contains nudity or graphic or gratuitous violence, hate speech, hateful or racially, ethnically, or otherwise objectionable; (ii) that you do not have a right to make available; (iii) which contains any confidential information or trade secret; (iv) in a manner that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (v) which contains any software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; (vi) which is illegal or encourages or advocates illegal activity; (vii) which constitutes any communication or solicitation designed or intended to obtain password, account, or private information from any third party; (viii) creates a false identity or impersonates another person; (ix) that "stalks" or otherwise harasses another or is disruptive or destructive, including "flaming", "spamming", "flooding", "trolling" as such terms are commonly understood and used on the internet; or (x) that violates any applicable local, state, national or international law or regulation.
- 3.3. License to Use. You hereby grant the Company an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license to use, copy, download and store the User Content. Further, you acknowledge that we have the right to remove any of your User Content that violates these Terms or is otherwise objectionable. You acknowledge that the Company is not obligated to maintain or backup any User Content, and that the Company has the right to remove any User Content at its sole discretion.
- 3.4. Other Content. You understand that when using the Website, you may be exposed to User Content from a variety of sources, and that you are solely responsible for your interactions with other users and third parties via the Website. We take no responsibility and assume no liability for, and make no guarantees or warranties with respect to, the accuracy, validity, legal status, usefulness, safety, or intellectual property rights of, any User Content that you or any other user or third-party post or transfer over the Website. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

### 4. No Warranty

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND THE WEBSITE CONTENT IS AT YOUR OWN RISK. THE WEBSITE AND THE WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE 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 AS TO THE OPERATION OF THE WEBSITE, OR THE WEBSITE CONTENT INCLUDED THEREIN. WE MAKE NO WARRANTY THAT THE WEBSITE AND THE WEBSITE CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE WEBSITE AND THE WEBSITE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES, OR THAT ANY INFORMATION OR ADVICE

OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE AND THE WEBSITE CONTENT WILL BE ACCURATE OR RELIABLE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ELECTRONIC DEVICE OR LOSS OF DATA, OR ANY OTHER LOSS OR DAMAGE THAT RESULTS FROM YOUR USE OF THE WEBSITE AND THE WEBSITE CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## **5. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY SHALL THE COMPANY AND ITS AFFILIATES, OFFICERS, AGENTS, MEMBERS AND EMPLOYEES BE LIABLE FOR ANY INDIRECT, DIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, LABOUR COSTS, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, PURE ECONOMIC LOSS, OR LOSS OF USE OR OTHER PECUNIARY LOSS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. YOU SPECIFICALLY AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY UNLAWFUL, EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT OF ANY OTHER PARTY ON OR THROUGH THE WEBSITE, OR FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

If you are dissatisfied with any portion of the Website, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Website.

## **6. Indemnification**

Your use of the Website constitutes your agreement to defend, indemnify, and hold harmless the Company and its affiliated entities, and their employees, contractors, officers, directors, agents and representatives, from any claim or demand, including reasonable attorneys' fees, arising out of (i) your use or misuse of the Website; or (ii) your violation of these Terms.

## **7. Anonymous Information**

The Company may collect, use and publish Anonymous Information (as defined below), and disclose it to its third-party service providers, inter alia to provide, develop improve and publicize the Company's services. You hereby grant the Company full access to such Anonymous Information. "Anonymous Information" means information about the use of the Website which does not enable identification of an individual, such as aggregated and analytics information about use of the Website.

## **8. Miscellaneous**

- 8.1. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership and intellectual property, warranty disclaimers, indemnification obligations and limitations of liability) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of these Terms shall not relieve you from any obligation arising or accruing prior to such termination or limit any liability which you otherwise may have to the Company.
- 8.2. Governing Law; Jurisdiction. These Terms and their performance shall be governed by the laws of the State of Israel, without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Tel Aviv.
- 8.3. Class Action Waiver. Neither you nor the Company can bring a claim against each other as a plaintiff or class member in a class action, consolidated action or representative action.
- 8.4. IP Violation Report. You agree to report any copyright violations to the Company as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the Website, please notify us as soon as possible at: [hello@ecrton.io](mailto:hello@ecrton.io)

8.5. Severability. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.

8.6. No Waiver. The failure of the Company to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by the Company in writing.

For any questions or queries about these Terms or the Website in general, please do not hesitate to contact us at the following e-mail address: [hello@ecton.io](mailto:hello@ecton.io) .

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