

TERMS AND CONDITIONS

These Terms and Conditions (these "**Terms**") shall govern your ("**You**" or "**Your**") use of the website located at <https://solos-technology.com/> (the ("**Website**"), which provides (i) an online resource for information related to Solos ("**We**" or "**Us**"), as well as our products and services; and (ii) an online platform for exchanging messages, emails and/or other information between You and Us or any other member of the Prodalim Group (collectively with Us, the "**Group**") related to Us and our products and/or services. It is hereby clarified that the Website does not provide a platform for placing new sales contract(s) for our products and/or services nor for reviewing existing sales contract(s) or purchase order(s). **By using or accessing the Website You agree to be bound by these Terms.**

You agree that We may change any part of the Website, including its content, at any time or discontinue the Website or any part thereof, for any reason, without notice to You and without liability. You declare that by acceptance of these Terms and/or by accessing or using the Website, You are of legal age to contact with Us and/or to use and access the Website. If You are agreeing to be bound by these Terms on behalf of Your employer or other person or entity or are otherwise accessing or using the Website on behalf of Your employer or other person or entity, You represent and warrant that You have full legal authority to access and use the Website on behalf of Your employer or such person or entity (as applicable) and to bind Your employer or such person or entity (as applicable) to Your actions and to these Terms **and in such case each reference to "You" or "Your" in these Terms will also include Your employer or other person or entity, as applicable.** If, (i) You do not have the requisite authority, You may not accept these Terms or use or access the Website on behalf of Your employer or other person or entity, as applicable; and (ii) at some point You do not/cease to have the requisite authority to bind Your employer or other person or entity, as applicable, to Your actions, then immediately thereafter You shall notify Us in writing and You may not (and must refrain from any) further access or use of the Website on behalf of Your employer or other person or entity, as applicable. You may not use or access the Website and may not accept these Terms if You are a person barred from using or accessing the Website under the laws of the country in which You are a resident or from which You use or access the Website.

We, at any time without notice and in our sole discretion, terminate Your right to access or use the Website, or any portion thereof, and block or prevent Your future access to and use of the Website or any portion thereof.

If You violate these Terms, We reserve the right to issue You a warning regarding the violation or to immediately terminate or suspend Your use and access of the Website. You agree that We do not need to provide You with a notice before terminating or suspending Your use and/or access of the Website, but We may provide such notice in our sole discretion.

Matters related to privacy are also governed by the Group's Privacy Policy, available here <https://prodalim.com/privacy-policy/> (the "**Privacy Policy**"), which constitutes an integral part of these Terms by way of reference, and, to the maximum extent permitted by law, by using or accessing the Website You agree to be bound by its terms and conditions. Unless the context otherwise specifically requires, all reference herein to these Terms, shall also include the Privacy Policy. **We advise You to carefully read the Privacy Policy.** You acknowledge and agree that between You and the Group, only You are responsible for the accuracy and content of Your personal information, and You agree to keep it up to date.

1. Grant of License

Subject to Your agreement and compliance with these Terms, We grant You a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited scope license to access and use the Website. Access and use of the Website shall be solely for Your own, private purposes and for no other purpose whatsoever. You hereby acknowledge that Your license to access and use the Website is limited by these Terms, and, if You violate or if, at any point, You do not agree to any of these Terms, Your license to use and access the Website shall immediately terminate, and You shall immediately refrain from accessing and using the Website. If the Website or any part thereof is determined to be illegal under the laws of the country in which You are situated, You shall not be granted any license to access and use the Website, and must refrain from accessing and using the Website.

The Website is made available for personal and non-commercial use only. Therefore, You are not allowed to resell, deep-link, use, copy, monitor (e.g., spider, scrape), display, download, reproduce, or use crawlers, robots, data mining or extraction tools of any type in connection with any content or information, software, products or services available through the Website for any commercial or competitive activity or purpose.

2. Access to and use of the Website

It is Your responsibility to ensure Your computer or mobile device meets all the necessary technical specifications to enable You to access and use the Website. The Group does not provide You with the equipment to access and/or use the Website. You are

responsible for all fees charged by third parties related to Your access and use of the Website (e.g., charges by internet service providers or air time charges). Your access and use of the Website are subject to (i) these Terms; (ii) any additional terms posted on the Website; and (iii) any additional terms You agree to in connection with the Website, our products and/or services.

3. Rules of Conduct and Usage

You represent and warrant that You have full right and legal authority to access and use the Website and to be bound by these Terms. You agree that You will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern Your access or use of the Website and/or the transmission of technical data exported from the country in which You reside. Without limiting the foregoing and in recognition of the global nature of the internet, You agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You undertake You shall not act in bad faith in Your use of the Website. If We determine that You have acted in bad faith and/or in violation of these Terms, We may, at our sole discretion, prohibit You from accessing and/or using the Website. You agree that Your access and use of the Website shall be lawful and that You will comply with the usage rules.

4. Intellectual Property Ownership

Without derogating from any other terms herein, the Group retain all rights in the Website materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "**Website Materials**"). You shall not, nor shall You cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Website pursuant to these Terms or otherwise exploit any of the Website Materials without our explicit, prior written consent. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from Us. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in severe civil and criminal penalties.

The Group and/or its licensors own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Website Materials. You hereby acknowledge that You do not acquire any ownership rights by using the Website or by accessing any of the Website Materials, or rights to any derivative works thereof.

You are not required to provide any feedback, communications, comments, questions, suggestions or related materials regarding the Group, the Website or any of the Website Materials (collectively, "**Feedback**"). However, should You provide the Group with any Feedback via the Website or otherwise, such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and the Group is free to use, without any attribution or compensation to You, any and all Feedback for any purpose whatsoever. You understand and agree that the Group is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

5. Disclaimers; Limitation of Liability; Indemnification

You acknowledge and agree that Your use of or access to the Website and/or any materials and/or information and/or our services and/or products, if any, offered by the Group (including, without limitation, under or through the Website) shall be at Your sole risk. The Website, any materials and/or information provided therein, our products and services are provided on an "AS IS" and "AS AVAILABLE" basis. You are solely responsible for any and all acts or omissions made by You in reliance on the Website and/or any materials and/or information provided therein. To the fullest extent permitted by law, the Group and its officers, directors, employees, consultants, shareholders, representatives and agents disclaim all warranties, explicit or implied, in connection with the Website, any materials and/or information provided therein, our products and services and Your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

You agree that Your use of the Website shall be at Your sole risk. To the fullest extent permitted by law, the Group, its officers, directors, employees, consultants, shareholders, representatives and agents disclaim all warranties, explicit or implied, in connection with the Website and Your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. The Group makes no warranties or representations about the accuracy or completeness of the content of the Website, of the content of any sites linked to the Website, of any Third Party Materials and assumes no liability or responsibility for any:

- (i). Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content;
- (ii). Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Website;
- (iii). Any unauthorized access to or use of Third Party Materials (as defined below), secure servers and/or any and all information stored therein, including, without limitation, any and all personal information and/or financial information;
- (iv). Any interruption or cessation of transmission to or from the Website;
- (v). Any bugs, viruses, Trojan horses or the like which may be transmitted to or through the Website by any third party;
or
- (vi). Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Website.

WITHOUT DEROGATING FROM THE ABOVEMENTIONED, IN NO EVENT WILL THE GROUP, ITS OFFICERS, DIRECTORS, CONSULTANTS, SHAREHOLDERS, REPRESENTATIVES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, PARTNERS, AND/OR EMPLOYEES, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL ARISING FROM YOUR USE OF THE WEBSITE, THE WEBSITE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE WEBSITE AND/OR IN CONNECTION WITH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE GROUP SHALL NOT BE LIABLE FOR ANY ILLEGAL CONDUCT BY ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM AND/OR ASSOCIATED WITH THE FOREGOING RESTS ENTIRELY WITH YOU. THE GROUP'S LIABILITY FOR ANY DAMAGES OR CLAIMS OF ANY KIND, SHALL NOT EXCEED 1 US\$.

The security of information transmitted via the internet and/or published on the Website cannot be guaranteed. Any losses incurred or sustained by You as a result of transmitting information via the Website or by means of email or other internet links, shall be borne solely and exclusively by You, and in no event, shall any such losses be borne, in whole or part, by the Group, its officers, directors, consultants, shareholders, representatives, agents, contractors, service providers, partners, and/or employees.

You agree to immediately defend, indemnify and hold the Group, and each of its directors, officers, consultants, shareholders, representatives, agents, contractors, partners, service providers and employees, harmless from and against any loss, liability, claim, action, demand, damages, costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of, relating to or in connection with any of the following:

- (i). Your use or misuse of and/or access to the Website;
- (ii). Your violation of any term of these Terms; or
- (iii). Your violation of any third party right, including, without limitation, any copyright, property, or privacy right.

The Group reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, You agree to cooperate with any reasonable requests assisting the Group's defense of such matter.

6. Links, Search Engines

The Website may contain links to other websites, applications or resources (the "**Linked Sites**"). The Linked Sites are not under the control of the Group and the Group is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Group is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by the Group of the site or any association with its operators. You acknowledge and agree that the Group will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or website available on or through any such site or resource.

7. Notices

Notices to You may be made via the Website and/or e-mail. The Group may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to You generally on the Website. You agree that all agreements, notices, disclosures and any other communications that the Group provides as aforementioned satisfy any legal requirement that such communications be in writing.

8. General

By using, accessing or visiting the Website, You agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of Your location, will govern these Terms and any dispute of any sort that might arise between You and the Group. Any claim or dispute between You and the Group that arises in whole or in part from Your use of the Website shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. The Group reserves the right to amend these Terms at any time and without notice, and it is Your responsibility to review these Terms regularly for any changes. Your access or use of the Website following any amendment of these Terms will signify Your assent to and acceptance of its revised terms. YOU AND THE GROUP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms or any other issue regarding the Group or the Website please contact Us at: info@solos-technology.com.

Last update: June 30, 2024.