

## AERODRIVETRAIN TERMS OF USE

Welcome to the AERODRIVETRAIN website. These Terms of Use ("ToU") and the AERODRIVETRAIN Privacy Policy available at <https://aerodrivetrain.com/wp-content/uploads/2020/12/Privacy-Policy.pdf> (collectively, the "Terms"), set forth the terms and conditions under which AERODRIVETRAIN LTD ("AERODRIVETRAIN", "we" or "us") makes available the Website for your use (the "Website").

These ToU apply to the use of the Website. **By using the Website, you agree to be bound by these Terms as may be amended from time to time (as set forth below).** Please read these Terms carefully before you continue to make any use of the Website. If you do not agree to these Terms, you should exit and cease any further use of the Website. For the purpose of these Terms, the term "use" includes among others any entrance, access or attempt to access the Website or otherwise any action you may do or attempt to do in connection therewith.

Services and/or products, ancillary functions, offered/presented on the Website or otherwise provided by us ("Aerodrive Services"), may be subject to further specific terms of use, agreements, policies, and/or other conditions ("Services Terms"), as may become available for you. Information provided on the Website in connection with Aerodrive Services is of general, descriptive and non-binding nature (some of the information may be partial and some Aerodrive Services may not be presented on the Website). The description and use of Aerodrive Services are subject to your consent to the applicable Aerodrive Services Terms (if made available to you). Please read and consent to the applicable Aerodrive Services Terms prior to making use thereof.

### WEBSITE AND USAGE THEREOF

As between you and us, we own all right title and interest in and to the Website and all content, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, business models, products and services of Aerodrivetrain, and any computer code (the Website and the aforesaid - collectively, the "Content"). Content includes (without limitation) the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content.

We only authorize you to view the Content, provided that your view of such Content is for your internal business purposes only and will not use it for any activity which is competitive with the Website or otherwise with us. No other right or license is provided in connection with Content (and such rights and licenses are specifically reserved by us).

You further specifically agree not to, not attempt to and not allow any third party to (or attempt to):

- sell, rent, lease, bundle, transfer, display, resell for profit or otherwise distribute the Content or any part thereof;
- modify the Content, or decompile, disassemble, or otherwise attempt, directly or indirectly, or reduce the Content to a human-perceivable form or disrupt the Website or other Content provided therein, servers or networks connected to the Website, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Website (or Content provided therein) in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website and/or the Content;
- scrape, crawl, mine or use any other form of automated system or software to extract data from this website;

- change, adapt, translate, and/or create derivative works based upon the Website or any of the Content;
- remove or obscure any intellectual property (i.e. copyright and trademark) notices relating to the Content;
- create a database by systematically downloading and storing all and/or any content from the Website or the Content.
- monitor the Website's availability, performance or functionality, or for any other benchmarking or use the Website, Content or any part thereof, for competitive purposes or otherwise;
- gain a competitive advantage against us;
- use the Website or other Content for any illegal, immoral or unauthorized purpose, to encourage criminal behavior, non-ethic manner, or conduct that would constitute a criminal offense under any law, or in a manner that could give rise to civil liability or other lawsuit;
- use the Website or any of the Content in a way that infringes or violates these Terms, or infringes or violates the rights of any user or other third party.

We reserve the right at any time and from time to time, without being obligated to provide prior notice and/or any other liability, to modify, suspend, or discontinue, temporarily or permanently, the Website, the Content or any part thereof, or your access thereto, and to modify, suspend or terminate the Website or any part thereof, all at our sole discretion. You will have no claim, complaint or demand against us or against our related parties or affiliates ("**Related Parties**"), for applying any of such changes or for failures to apply such changes.

#### **INTELLECTUAL PROPERTY**

As between us and you, we own all right, title and interest in and to all patents, copyrights, trademarks, trade secrets, and all other intellectual property or other property rights in or to the Website and other Content, and all aspects of the Content, including, without limitation, any and all text, content, design, images, logos, graphics, icons, audio and all functions therein, at any time and as of their first creation.

#### **THIRD PARTY CONTENT**

The Website may make available to you content, services, products, advertisements, offers, and other content of third parties ("**Third Parties**" and "**Third Party Content**"). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any Third Party Content (including any Third Parties' website(s)). By using the Website, You expressly consent to receive Third Party Content. We do not monitor Third Party Content and its availability through the Website does not constitute any endorsement or recommendation on our behalf.

The rights to such Third Party Content are protected by applicable laws, including proprietary and intellectual property rights, are reserved by the parties who provide the Third Party Content, or their licensors, who may enforce their rights against you directly. Third Party Content may be subject to further terms of use, agreements, policies or other conditions. Please read and consent to such Third Party Content terms prior to making use of any Third Party Content.

We are not responsible for any Third Party Content and/or actions of or information regarding any Third Party and make no representation or warranty of any kind, either express or implied, regarding the Third Party Content and/or actions of any Third Party, including with respect to non-infringement of rights, accuracy, usefulness, safety of use or legal compliance. You will have no claim, complaint

or demand against us or against our Related Parties in connection with any Third Party and/or Third Party Content.

## **NO WARRANTIES**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE, ITS OPERATION AND THE INFORMATION AVAILABLE THEREON ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH FLAWS" BASIS. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY REGARDING THE ACCURACY, MERCHANTABILITY, UP-TO-DATE, NON-INFRINGEMENT, RELIABILITY, OPERABILITY, ERROR FREE, OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR AVAILABILITY OF THE WEBSITE OR TO THE CONTENT PROVIDED THEREIN (INCLUDING, WITHOUT LIMITATION THE DESCRIPTIONS OF OUR SERVICES, SOLUTIONS, PRODUCTS OR ANY OTHER INFORMATION AVAILABLE THEREIN). WE FURTHER MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARDS TO SUCCESS OF THE WEBSITE FUNCTIONALITY. WE DO NOT PROVIDE YOU WITH ANY REPRESENTATIONS, WARRANTIES ABOUT THE WEBSITE, THE USE OF THE WEBSITE AND THE RESULTS YOU MAY RECEIVE THERE THROUGH AND/OR IN RESPECT TO ANY SOURCE FROM WHICH WE RECEIVED INFORMATION PRESENTED TO YOU THROUGH THE WEBSITE.

YOU FURTHER ASSUME FULL, EXCLUSIVE AND SOLE RESPONSIBILITY FOR THE USE OF AND RELIANCE ON THE WEBSITE AND ON ANY RESPONSES OR INFORMATION PROVIDED TO YOU THROUGH THE WEBSITE, AND ACKNOWLEDGE THAT ANY USE OF OR RELIANCE ON THE WEBSITE IS MADE ENTIRELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT YOUR USE OF THE WEBSITE IS LEGAL IN YOUR JURISDICTION. WE MAKE NO REPRESENTATION REGARDING ITS LEGALITY IN YOUR COUNTRY OR JURISDICTION.

## **LIMITATION OF LIABILITY**

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH US OR ANY OF OUR RELATED PARTIES IS TO DISCONTINUE YOUR USE OF THE WEBSITE. WE AND OUR RELATED PARTIES AND OUR AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE WEBSITE AND/OR IN CONNECTION TO ANY CONTENT OR ANY OTHER INFORMATION OR DATA PROVIDED TO YOU THROUGH THE WEBSITE. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless our and our Related Parties', members, shareholders, officers, directors, employees, and agents, from and against any and all, direct or indirect, claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), at our first demand, arising from: (i) Your use of the Website or any of the

Content; (ii) Your violation of any term of these Terms; (iii) Your violation of any third party right, including without limitation any copyright or other intellectual property or privacy right included in the Website or any other Content.

## **MISCELLANEOUS**

Entire Agreement. These Terms embody the entire agreement between you and us and supersede any and all prior understandings and agreements, oral or written, relating to it.

Assignment. We may assign these Terms and any right or obligation in respect to the Website, in whole or in part, to anyone else.

Severability. If any term of these Terms is held unenforceable, for any reason, legal or other, that term shall be construed in a manner consistent with applicable law to reflect the original intentions of the parties, and the remaining Terms shall remain in full force and effect.

Waiver. Our failure to enforce any term and/or right granted in these Terms will not constitute a waiver of such or any other term.

Amendments and Modifications. We, at any time and from time to time, may modify these Terms in whole or in part, without being obligated to provide you with a notice to that effect. Modifications to these Terms will be effective immediately so please check these Terms periodically for changes.

Notice. We may provide notices and marketing materials to you through certain instruments such as a pop-up window or other form of communication which will be viewable to you via the Website or by email to the email address specified by you, and any such notice shall be deemed received when so provided. Any notices to us or question regarding these Terms may be sent to: info@aerodrivetrain.com.

No Class Action. You expressly waive any right to resolve any dispute on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public or other persons similarly situated.

Governing Law and Jurisdiction. The courts of Tel-Aviv-Yafo, Israel shall have exclusive jurisdiction over any disputes hereunder. These Terms shall be interpreted exclusively in accordance with the laws of Israel.

\*\*\*