

Website Terms of Use

All websites (each, the "Site") linking to these Terms of Use ("**Terms of Use**") are owned and operated by Midroog Ltd. ("**Midroog**"). These Terms of Use contain the terms, covenants, conditions and provisions upon which you, or the entity on whose behalf you are accessing the Site ("**you**"), may access and use the Site and the content displayed and/or provided through the Site, including (without limitation) the ratings, opinions and other materials, tools, products, services, publications and information (collectively: the "**Materials**").

Midroog reserves the right to change, delete or add to the terms and conditions of these Terms of Use at any time, by posting the updated version on the Site. Your continued use of the Site following such changes will be deemed to be your full acceptance of the updated Terms of Use.

These Terms of Use shall also apply to any Midroog's mobile application and/or Midroog's content on third party social media services. In such cases, the term "Site" shall also include the application and/or content, and "Materials" shall include any such content.

By using this Site, you acknowledge that you have read, understood and agree to be bound by the Terms of Use. If you do not agree, you may not access and/or use the Site.

Terms and Conditions

1. Grant of License

Midroog provides you with the following personal, revocable, non-exclusive, non-transferable license to access and use the Site, conditioned on your continued compliance with the following terms and conditions:

1.1 The use of the Site and its content will only be for non-commercial purposes.

1.2 You may copy, print and use the Materials, and retain them to the extent reasonably necessary **for two purposes only:**

(a) Regarding rating reports only - for your own internal business use (subject to the restrictions in Section 1.3 below);

- (b) Regarding any information other than rating reports and any other website linked to these Terms of Use - you may from time to time, on an occasional and infrequent basis, copy, print, download and use a limited amount of Materials for your personal, non-commercial use only, and retain them only to the extent reasonably necessary for that purpose.

1.3 You may not, for internal or external use:

- (a) remove, obscure or alter any copyright and/or proprietary notices appearing on the Site the Materials;
- (b) modify, create derivative works, export, repackage, distribute, transmit, copy, sell, transfer, resell, reproduce, "mirror site", "framing", "deep linking", "scraping", or data mining - without the prior written permission of Midroog;
- (c) use the Site and/or the Materials to develop and/or train software, algorithms and/or models - including: artificial intelligence, machine learning, natural language processing;
- (d) access the Site through automation - bots, robots, crawlers, spiders, etc.;
- (e) post materials from the Site on forums, mailing lists, message boards and other sites.

1.4 You agree not to use the Site for any illegal or prohibited purpose or in any illegal or prohibited manner, including:

- (a) Unauthorized use of trademarks;
- (b) attempting to compromise the security of the information and/or attempting to gain unauthorized access;
- (c) Interference or attempt to interfere with the proper operation of the Site and/or its contents;
- (d) collecting information about other users, such as passwords and/or accounts.

2. Intellectual Property Rights

All materials on the Site are protected by law - including copyrights, trade secrets and trademarks.

The Site, its content, design and structure are the exclusive property of Midroog or its licensors.

You undertake to comply with any demand of Midroog in connection with the protection of its rights in the content and the Site.

You may not use scraping tools and/or automation tools to copy or extract materials.

Midroog owns the copyright in the Site and all databases, whether exclusively or as a "joint creation" and in the selection, arrangement and editing of the content.

The Midroog logo and symbols are trademarks owned by Midroog.

Third-party trademarks are owned by their respective owners.

3. **Privacy Policy**

Use of the Site is subject to Midroog's Privacy Policy posted on the Site.

4. **Assumption of Risk**

Use of the Internet is at your sole risk. Midroog does not guarantee that information sent to and/or from the Site is confidential.

Midroog and its licensors are not responsible for:

- Information security;
- Internet and/or storage disruptions.

You bear all risk.

5. **User Content - Use of the Site**

Midroog may allow users to submit content to the Site.

If you submit content, you represent that:

- You are the legal owner of the content;
- That the content does not infringe rights;
- That you do not interfere with and/or violate the rights of others;
- That you do not post illegal, offensive and/or harassing content.

Midroog may:

- Remove, edit or prevent the publication of any User Content at its discretion;
- Refuse to allow access to users who violate these Terms of Use.

Any content you upload, to the extent possible, will not be confidential - Midroog may use it for any purpose.

6. **Changes to the Site; Termination of access**

Midroog may:

- Change the Site;
- Suspend it;
- Discontinue displaying parts of it;
- Change and/or remove Materials.
- Begin to charge for access to materials on the Site or require that access to certain parts of the Site be limited to a password and username.

And all - at any time and without prior notice.

Midroog may terminate and/or restrict your access to the Site if it has a concern, in its sole discretion, that:

- You have violated these Terms of Use; or
- You have bypassed any security measures on the Site.

7. General Limitation of Liability

The Site and the Materials are provided "AS IS" and without any express or implied warranty.

Midroog and its licensors do not warrant:

- That the Site will always be available;
- That the Materials will be accurate, complete or current;
- That the information is suitable for a particular purpose;
- That use of the Site will be free of errors, interruptions or viruses.

You bear the entire risk associated with use of the Site.

8. No Liability for Damages

To the extent permitted by law, Midroog, its affiliates, employees, directors and/or licensors shall not be liable for damages of any kind, including:

- Direct, indirect, special or consequential damages;
- Loss of profits;
- Loss of data;
- Replacement costs;
- Damage to reputation;
- Reliance on the Site or Materials.

This limitation applies even if Midroog knew or should have known about the possibility of damage.

9. Indemnification

You agree to indemnify, hold harmless and defend Midroog, its directors, employees and partners from and against any claim, damage, liability or expense (including legal fees) arising from:

- Your breach of these Terms of Use;
- Your use of the Site in violation of the permitted provisions;
- Your violation of third party rights.

Midroog may conduct any such claim itself, and you will cooperate fully.

10. **Governing law and venue**

These Terms of Use are governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law principles.

Any legal proceedings shall be held exclusively in the courts of the Tel Aviv District.

You irrevocably consent to the exclusive jurisdiction of such courts.

11. **Notices**

Midroog may send you notices by:

- email;
- posting on the Site;
- or other reasonable means.

Any notice shall be deemed to have been given immediately upon delivery by the means used by Midroog.

If you are required to send a notice to Midroog, the notice shall be sent to the address specified on the relevant Site.

12. **Validity of Sections**

Certain sections shall survive termination of your access to the Site, including:

- Intellectual Property Rights;
- Assumption of Risk;
- Representations and Undertakings;
- General Limitation of Liability;
- No liability for Damages; • Indemnification.
- Governing Law and Venue;

13. **Additional Agreements; Non-Waiver**

Midroog's failure to enforce any right under the Terms of Use shall not constitute a waiver of that right.

If any part of the Terms of Use is found to be invalid, the remaining terms shall remain in full force and effect.

14. Financial Information

The Materials on the Site do not constitute:

- Financial advice;
- Investment advice;
- Legal advice;
- Buying advice, Sale or holding of financial assets.

Any decision made based on the Materials is at your sole risk.

Midroog does not act as your financial advisor, fiduciary or investment manager.

15. News and Analysis

Some of the Materials on the Site consist of news, reports, analysis and commentary.

Midroog does not guarantee:

- accuracy;
- completeness;
- currency; or
- fitness for any purpose.

Errors, delays and/or changes may occur without notice.

16. Technical Control and Sovereignty

Midroog may use service and storage providers from any country.

you agree to:

- transfer of information outside of your country;
- storage of information in other countries;

17. Entire Agreement

These Terms of Use constitute the entire Agreement between you and Midroog with respect to the Site.

They supersede and cancel any prior representations, agreements or understandings - written or oral - with respect to the subjects described herein.

The headings in the Terms of Use are for convenience only and should not be used for interpretation.