

# Terms of Use

Ayyeka Technologies Ltd. ("**Ayyeka**" or "**us**", "**our**", "**we**") provides a complete plug-and-play platform for monitoring of critical remote assets ("**Solution**"). These Terms, along with our [Data Protection and Information Security Policy](#); (the "**Privacy Policy**"), govern your access to and use of the Solution. Changes may be made to these Terms and the Privacy Policy from time to time. Your continued use of the Solution will be deemed acceptance of any such amended or updated terms. If you do not agree to any of these Terms, please do not make any use of the Solution. Changes to these Terms shall apply as of and following the date of the change. "**You**" or "**Your**" means any user of the Solution.

Any visit to our website is governed by our website terms of use, which may be found [here](#).

You agree that by registering for or accessing or using the Solution you are entering into a legally binding agreement with us. Any entry into and use of the Solution constitutes your agreement to these Terms.

## Use of Solution

Subject to your acceptance of and compliance with these Terms and receipt of an authorization from an Ayyeka customer, you may access and use the Solution for your personal needs. You may not use our Solution to build a database of your own or for any other commercial use.

By accessing and using the Solution, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Solution will comply with and does not violate any applicable law, regulation, order or guideline.

## Account Registration

You will need to create an account. Your account allows you to use the Solution, subject to these Terms and our Privacy Policy. We reserve the right to refuse to allow a user to open or maintain an account for any reason in our sole discretion.

To create an account, you must provide us with your first and last names, the customer and entity you are affiliated with, location and any other information that may be required by the registration process, and subject to our Privacy Policy. We may ask you for more information in the future. We will ask you to pick a username and password, subject to certain limitations incorporated into the registration process. You

may not provide information that is false, obscene, offensive or contradicts the Terms or public policy, during the registration process.

You should not reveal your password to other users. We will not ask you to reveal your password. If you forget your password, you can request to have a new password sent to your registered e-mail address. Your account is at risk if you let someone use it inappropriately and your account is subject to termination if you or anyone using your account violates these Terms. If your account is terminated, you may not register again without our prior express permission.

You agree to immediately notify Ayyeka of any unauthorized use of your account or password of which you become aware. You are fully and solely responsible for the security of your computer system and all activity on your account, even if such activities were not committed by you. Ayyeka will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold Ayyeka harmless for any unauthorized, improper or illegal use of your account, including by someone to whom you have given permission to use your account. We do not police for and cannot guarantee that we will learn of or prevent, any inappropriate use of the Solution.

## Termination of Account

You agree that Ayyeka may for any reason, in its sole discretion and without notice, terminate your account, and remove from the Solution any content associated with your account. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent, harassing or abusive behavior, (iv) behavior that is harmful to other users, third parties, or the business interests of Ayyeka, or (v) behavior that violates the privacy of other users or third parties.

If Ayyeka believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on the Solution. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Solution. You may request termination of your Ayyeka account at any time and for any reason by sending an email to [support@ayyeka.com](mailto:support@ayyeka.com). Any suspension, termination, or cancellation shall not affect your obligations to Ayyeka and its licensors under these Terms (and any other agreement You entered with Ayyeka, as and if applicable), including but not limited to

ownership, indemnification, and limitation of liability, which by their sense and context are intended to survive such suspension, termination, or cancellation.

## Confidentiality and Privacy

You explicitly consent to the use, access, disclosure, transfer and preservation of your Personal Data (as defined in the Privacy Policy) by Ayyeka in connection with providing the Solution, including storing, processing, and disclosing the Personal Data in accordance with these Terms and the Privacy Policy, and is incorporated by reference into these Terms.

In using the Solution, you may be exposed to certain proprietary and/or nonpublic information provided to you by Ayyeka (the "**Confidential Information**"). You agree to keep confidential and not disclose or use any Confidential Information except as needed to make full use of the Solution. Confidential Information shall not include information that you can show: (a) was already lawfully known to you, (b) was independently developed by you without access to or use of Confidential Information, (c) was received from any third party without restrictions, (d) is publicly and generally available, free of confidentiality restrictions, or (e) is required to be disclosed by court order or law, provided that you provide Ayyeka with prompt notice of such requirement and cooperate in order to minimize such requirement, to the fullest extent permitted by such order or applicable law.

The confidentiality obligations hereunder shall survive the termination or expiration of these Terms and the termination of your account and/or use of the Solution for any reason.

## Proprietary Information

All elements comprising the Solution, including without limitation, the text, design, logos, graphics, icons and images, as well as the selection, assembly and arrangement thereof are the sole property of Ayyeka or its licensors. Except as expressly permitted in these Terms, any use, reproduction, modification, distribution, transmission, republication, display or performance of the Solution or any Ayyeka content is strictly prohibited. Trademarks, service marks and logos displayed on the Solution are the exclusive property of Ayyeka unless otherwise stated and may not be used without the express written consent of Ayyeka. All rights not expressly granted herein are reserved to Ayyeka, its affiliates and its licensors.

Should you provide Ayyeka with any feedback regarding the Solution, Ayyeka may use all such feedback without restriction and shall not be subject to any non-use obligations in respect of such feedback.

# Customer Content

You hereby grant (and will grant) to Ayyeka a royalty free, non-exclusive, sublicensable license to use, access and permit personnel on its behalf to use and access, the any content entered into the Solution by yourself, solely for the purpose of operating the solution and performing, providing and presenting data analysis and insights.

## Use Restrictions

You agree that you will not act in any way or transmit any content that: (a) restricts or inhibits use of the Solution; (b) solicits another person's password or other Personal Data under false pretenses; (c) impersonates another user or otherwise misrepresents yourself in any manner; (d) infringes or results in the infringement of Ayyeka or any other third parties' intellectual property, privacy or other rights; (e) is or you reasonably believe or should reasonably believe to be illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves or you reasonably believe or should reasonably believe to involve any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (f) does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc.

The software and technology underlying the Solution is the property of Ayyeka, and you may not do or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Solution, including in order to allow you to copy or download any content; (b) circumvent, disable, or otherwise interfere with security-related features of the Solution or features that prevent or restrict use or copying of any content; (c) use the Solution and/or content provided therein in connection with any commercial endeavors in any manner, including by renting, leasing, modifying, copying, loaning, transferring, sublicensing, distributing or creating derivative works of the Solution; (d) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Solution; (e) harvest, collect or mine information about other users of the Solution; (f) use or access another user's account or password without permission; (g) use the Solution to transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); or (e) transmit or distribute any virus and/or other code that has contaminating or destructive elements.

## Links

The Solution may contain links to websites which are not operated by Ayyeka. The links are provided for user convenience only and we have no control over these sites and shall bear no responsibility for the content thereof. The inclusion of the links in the Solution does not indicate support for the content displayed on these sites or any other connection to these sites or their operators. We encourage you to exercise discretion and be careful when using any third-party sites. We may at our sole discretion remove any link from the Solution and/or add additional links. Furthermore, we are not responsible for the outcome of your content sharing on social media.

## Availability

Ayyeka shall use reasonable commercial efforts to maintain the availability of the Solution but does not guarantee any specific level of availability of Solution. Ayyeka will not be liable to you as a result of temporary service interruptions. You acknowledge that Ayyeka may, in its sole discretion and at any time, modify or discontinue providing the Solution or any part thereof without notice, and in such event you will not be able to access your Data and other information that is available or stored on the Solution.

## Disclaimers & Disclaimer of Warranty

YOUR USE OF THE SOLUTION IS AT YOUR SOLE DISCRETION AND RISK. EXCEPT AS EXPRESSLY MADE TO AYEKKA CUSTOMERS, THE SOLUTION IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND FROM AYYEKA AND AYEKKA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SOLUTION AND TO THE GOODS OR SERVICES MADE AVAILABLE THROUGH THE SOLUTION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY MADE TO AYEKKA CUSTOMERS, AYEKKA DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SOLUTION; OR (II) THAT THE SOLUTION WILL BE ERRORFREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SOLUTION.

It is hereby clarified that any warranties and representations made by Ayyeka to its customers, who have signed on to separate licensing agreements with respect to Ayyeka services, will inure solely to the benefit of such customers and users will not be considered third party beneficiaries of such warranties and representations. Users will not be entitled to any recourse or remedy except as expressly set out herein.

We reserve the right to correct any errors, inaccuracies or omissions and to change or update Ayyeka content information at any time without prior notice.

## Limitation of Liability

Ayyeka assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content on the Solution. Ayyeka is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Solution, including any injury or damage to users or to any person's mobile phone related to or resulting from participation or downloading materials in connection with the Solution. Under no circumstances shall Ayyeka be responsible for any loss or damage, including personal injury or death, resulting from use of the Solution, from any content posted on or through the Solution, or from the conduct of any users of the Solution, whether online or offline.

IN NO EVENT SHALL AYEKKA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOLUTION OR CONTENT, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT AYEKKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL AYEKKA'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO AYEKKA WITH RESPECT TO YOUR USE OF THE SOLUTION IN THE PAST THREE MONTHS. IF NO SUCH PAYMENTS TO AYEKKA WERE MADE FOR THE USE OF THE SOLUTION, THEN AYEKKA SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

## Indemnification

You agree to indemnify, defend, and hold harmless Ayyeka and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Solution; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use

of the Solution shall be in compliance with all applicable laws, regulations and guidelines.

## **Miscellaneous**

These Terms constitute the entire agreement between the parties regarding the subject matter hereof and supersede any and all other agreements between the parties regarding the subject matter hereof. Except as expressly set forth herein, these Terms may not be modified or amended except in a writing executed by both parties. If any part of these Terms shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms as possible under applicable law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms. Ayyeka may assign its rights or obligations under these Terms to an affiliated Ayyeka or to a purchaser of all or substantially all of Ayyeka's assets or share capital, or to any Ayyeka succeeding to Ayyeka's business. You shall not assign any of your rights or obligations hereunder without Ayyeka's prior written consent. Assignments in violation of the foregoing shall be void. These terms shall be governed by the laws of the State of Israel, and the competent courts in the city of Tel-Aviv-Jaffa, Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. Either party may seek an injunction or other equitable relief to enforce the confidentiality and intellectual property provisions hereof in any jurisdiction.

**Updated: June 2022**