

## END USER LICENSE AGREEMENT

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

This End User License Agreement (this "Agreement") sets forth the terms and conditions that apply to your use of the Gadot Biochemical Industries Ltd. ("Gadot") website (this "website") which is offered to you by Gadot.

**BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS USER AGREEMENT AS WELL AS ALL OTHER POLICIES DESCRIBED IN THIS SITE JUST AS IF YOU HAD SIGNED THE USER AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THIS WEBSITE.**

The terms of this Agreement may be changed from time to time without further notice. Your continued use of this website after any such changes constitutes your acceptance of the new terms. Gadot may terminate, change, suspend or discontinue any aspect of this website, including the availability of any of its features, at any time. Gadot may impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability.

The terms of this Agreement apply exclusively to your access to and use of the website and do not alter the terms and conditions of any other agreement you may have with Gadot.

### 1. Restrictions on Use.

**(a) General.** This website is owned and operated by Gadot and contains material which is derived in whole or in part from material supplied and owned by Gadot and other sources, and is protected by copyright, trademark, and other applicable laws. Gadot may terminate your use of this website at any time in its sole discretion.

**(b) Rules.** It is a condition of your use of this website that you do not:

- (i)** restrict or inhibit any other user from using and enjoying this website;
- (ii)** post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- (iii)** post or transmit comments containing harassing or offensive language, including but not limited to sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling messages (repeating the same message over and over), or use of viruses, bots, worms or trojan horses or engage in any Denial of Service (DOS) activities;
- (iv)** post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;
- (v)** post, transmit or in any way exploit any information, software or other material for commercial purposes or which contains advertising;
- (vi)** solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- (vii)** impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- (viii)** resell, redistribute, broadcast or transfer the information or use the information in a searchable, machine-readable database; or
- (ix)** use this website to collect personally identifying information about users of this website in violation of our Privacy Policy.

You agree that you will not use this website, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. Gadot, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision.

**(c) Monitoring.** You acknowledge that Gadot and/or its service provider(s) reserve the right to, and may, from time to time, monitor any and all information transmitted or received through this website, for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy. Your continued use of this website constitutes your consent to such monitoring.

**2. License.** Except as set forth in Gadot's Privacy Policy, by uploading files, inputting data, sending e-mail, or engaging in any other form of communication (a "Communication"), you are granting Gadot a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to **(i)** use, copy, sublicense, adapt, transmit, publicly perform or display any such Communication, and **(ii)** sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of Gadot. The foregoing grants shall include the right to exploit any proprietary rights in such Communication including, but not limited to, rights under copyright, trademark, service mark, or patent laws in any relevant jurisdiction.

**3. Content Disclaimer.** THE INFORMATION POSTED TO THE SITE IS NOT INTENDED TO PROVIDE ADVICE. Specifications for products and services are subject to change without notice, and Gadot reserves the right to make changes without notice to processing, materials, or configuration. All information on this website is subject to the disclaimers of sections 5 and 6 below. This disclaimer is addition to the disclaimers contained in the Disclaimer Notice accompanying this website.

**4. Links and Third Party Content.**

**(a) Links to Other Web sites.** Gadot may from time to time provide links and pointers to internet sites maintained by third parties ("third party sites") and provide third party materials on this website. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by Gadot of, or responsibility for, the third parties or the linked third party sites or any content, services or products available on or through such third parties. Neither Gadot, nor its subsidiary companies nor their affiliates or suppliers operate or control in any respect any information, products or services on such third party sites.

**(b) Links from Other Web sites.** All links to this website from a third party site must be approved in writing by Gadot, except that Gadot consents to links in which: **(1)** the link is a text-only link containing only the title of the home page of this website, **(2)** the link "points" only to the home page of this website and not to deeper pages, **(3)** the link, when activated by a user, displays the home page of this website full-screen and not within a "frame" on the linked web site, **(4)** the appearance, position, and other aspects of the link may not **(i)** create the false appearance that an entity or its activities or products are associated with or sponsored by Gadot or its affiliates, or **(ii)** be such as to damage or detract from the goodwill associated with the name and trademarks of Gadot or its affiliates. Gadot reserves the right to revoke this consent to link at any time in its sole discretion.

**(c) Third Party Content.** This Site may from time to time contain material, data or information provided, posted or offered by third parties, including but not limited to news items, research data, advertisements or postings on the web site. You agree that neither Gadot nor its affiliates shall have any liability whatsoever to you for any such third party material, data or information.

**5. Disclaimer of Warranties.** THE MATERIALS IN THIS WEBSITE AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GADOT AND ITS SERVICE PROVIDER HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER GADOT NOR ITS SERVICE PROVIDER WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS AND PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE, INCLUDING THE COMMUNITY AREAS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE WEBSITE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE WEBSITE, INCLUDING THE INFORMATION, AND FOR MAINTAINING ANY MEANS THAT YOU MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED

HEREUNDER. YOU (AND NOT GADOT) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION. GADOT SHALL NOT BE LIABLE IN CASE OF HUMAN OR MACHINE ERRORS THAT MAY RESULT IN OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES OF ANY DATA.

**6. Limitation of Liability.** IN NO EVENT SHALL GADOT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUBSIDIARY COMPANIES OR THEIR AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF GADOT OR ANY OF THEIR AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER GADOT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUBSIDIARY COMPANIES NOR THEIR AFFILIATES OR SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS SITE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**7. Indemnification.** You agree to defend, indemnify and hold harmless Gadot, its service provider, their affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the website; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the website, including the information obtained through this website.

**8. Termination.** This Agreement shall remain in full force and effect unless terminated, suspended, or canceled for any of the following reasons: **(a)** upon thirty (30) days prior written notice by any party of its intent to terminate this Agreement; **(b)** immediately by Gadot for any unauthorized access or use by you, including, without limitation **(i)** concurrent access of this website with identical user identification numbers, **(ii)** permitting another person or entity to use your user identification number to access this website, or **(iii)** any other access or use of this website except as expressly provided in this Agreement; or **(c)** immediately, if you violate the terms and conditions of this Agreement or the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in, or accessed through, this website. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which Gadot or its service provider may be entitled, at law or in equity, and the obligations of the User set forth in Sections 5-7 of this Agreement shall survive its termination. Upon termination of this Agreement, all rights granted to you by Gadot hereunder or otherwise will terminate and revert to Gadot and its licensors.

## **9. Proprietary Rights.**

### **(a) Trademarks.**

Gadot, and the Gadot logo are trademarks of Gadot. All trademarks, service marks, custom graphics, and trade names used on this website are the property of Gadot or its respective owners, and may not be copied, imitated, downloaded or otherwise used, reproduced or exploited in any way, in whole or in part, without the prior written permission of Gadot or the owner of such trademark, service mark or trade name.

**(b) Copyrights.** Gadot reserves copyrights in all contents of this website including, but not limited to, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement. The contents of this website may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without Gadot's prior written permission, except that you may download and print content for your personal non-commercial use,

provided that you keep all copyright or other proprietary notices intact. Please note that this limited consent may be revoked at any time and does not include consent to republish Site information on any other internet, intranet, or extranet site or to incorporate the information in any other database or compilation. Any other use of the content of this website is strictly prohibited. You further agree that you will not systematically extract, collect or harvest, through electronic means or otherwise, any data or data fields from this Site, including but not limited to customer identities.

**10. Amendments.** Gadot reserves the right to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of this website. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on this website, via e-mail or any other reasonable means. The continued use of this website by you shall be deemed to indicate your acceptance of any such amendments, modifications, additions or deletions.

**11. Jurisdiction.** Unless otherwise specified, the materials on this website are presented solely to provide information regarding and to promote Gadot's products and services available in the United States, its territories, possessions and protectorates. This website is controlled and operated by Gadot from its offices within the State of New York, United States of America. Gadot and its service provider make no representation that materials on this website are appropriate or available for use outside the United States of America. Those who choose to access this website from outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

**12. Miscellaneous.**

**(a)** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law.

**(b)** You may not assign any of your rights, obligations or privileges hereunder without the prior written consent of Gadot. Any assignment other than as provided for in this section shall be null and void and of no force and effect, *ab initio*.

**(c)** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**(d)** No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

**(e)** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement

This Agreement was last updated on 22<sup>nd</sup> November 2007