

Terms of Use and Articles of Association

A. General

These Terms of Use (“**Terms of Use**”) regulate your use of the Site (as this term is defined below) operated by Ciment I.S. Ltd. (the “**Company**”). The services offered to you, as a casual visitor to the Site or as a registered user (together, the “**User**”) may include receiving information about the Company or services that it provides, a contact mechanism with the Company and the ability to order certain products from the Company. The use of the Site is subject to these Terms of Use and to the terms of the privacy policy (the “**Privacy Policy**”) of the Company which can be seen on the Site and which is an inseparable part of these Terms of Use. Please be sure to examine the Terms of Use before making any use of the Site. Using the Site, in effect, constitutes your consent to these Terms of Use. If you do not consent to the Terms of Use, in whole or in part, you are not authorized to make use of the Site.

The trademarks in the Site are trademarks of their owners (whether registered as such or otherwise). You are not authorized to make any use of them, or to duplicate or copy them in any form. All proprietary rights in the intellectual property and the Site, including the design of the applications through which such use is performed, as well as any software, application, computer code, graphics files, texts, and any other materials included in the Site (aside from third-party contents) are the exclusive property of the Company or of third parties, and shall remain their property at all times.

The Company reserves the right to alter and update these Terms of Use. The updated Terms of Use may be viewed from time to time by clicking the appropriate link in the Site. Any use of the Site shall constitute renewed consent to these Terms of Use.

These Terms of Use are directed at you, however if you are acting on behalf of or for a business, these Terms of Use will apply to you and to the business.

If you are under the age of 18, please read these Terms of Use carefully together with your parents (or another guardian). If you (or your parents) do not agree to the Terms of Use of the Site, in whole or in part, you are not authorized to use the Site for any purpose.

In the event of any incompatibility between the stated in these Terms of Use and between the stated in any other informational pages in the Site, the stated in these Terms of Use shall govern.

B. Definitions

1. The following terms shall have the meanings ascribed alongside them, unless expressly stated otherwise:
 - 1.1. The “**Site**” means the Company’s website. Its address is <https://ciment.co.il/>.
 - 1.2. A “**Device**” means a computer, communications equipment (including the modem), telephone device, cellphone device (including smartphones) and any other equipment, hardware or software that you use in your consumption of the Site, as well as any accompanying functions thereto, including information security.

C. Use of the Site

2. You are hereby authorized to make use of the Site in accordance with the rules and guidelines set out below. The Site may not be used in any other manner without obtaining the express prior written consent of the Company, and subject to the terms of such consent (if granted).
3. You are hereby authorized to use the Site solely for private and personal purposes, and you may not copy and use, or allow others to use, contents of the Site, including other websites, electronic and printed publications etc., in any way and for any purpose, whether commercial or otherwise, that is not for the purpose of personal and private use.

4. No computer application or other means may be operated or allowed to be operated, including software such as Robots, Crawlers and such, for the purpose of automatically searching, scanning, copying or reconstructing content from the Site. This includes using such means to create a collection, reserve or database including contents from the Site.
5. Contents from the Site may not be displayed in a frame, whether revealed or hidden.
6. Contents from the Site may not be displayed in any manner – including using any software, Device, accessory or communication protocol – that alters the its design or removes any contents from them, including, in particular, advertisements and commercial content.
7. You may not link the Site to any website containing pornographic content, content inciting to racism or unlawful discrimination, illegal content, or whose advertisement is illegal or incites to illegal activity.
8. You may not link to content from the Site, which is not the home page of the Site ("**Deep Link**") and you may not display or publish such content in any other way unless the Deep Link is to a web page in the site in its entirety and as is, so it is seen and used in the same manner as it appears and is being used in the Site. In this context, it is prohibited to link to content from the Site, apart from the web pages on which they appear on the sites (for example: it is prohibited to link directly from the Site to a picture or a graphics file. A link to the full web page in which they appear, is allowed). Also, the exact URL of the web page on the Site should appear in the usual place designated for this in the user interface, for example: in the status bar in the user's browser. This address may not be altered, misrepresented, or replaced at any other address.
9. The Company may instruct you to cancel any such Deep Link at its sole discretion. In this case you will immediately cancel the Deep Link and you will have no claim or demand against the Company in this matter.
10. The Company shall not be liable for any damage caused by links to contents from the Site and of any portrayal or advertisement of such contents in any other manner. You are fully and exclusively responsible for any link, portrayal or advertisements of the contents made by you and undertake to indemnify the Company for any damage it may suffer as a result.
11. Embedding – a User may not embed video clips from the Site without the prior written consent of the Company, on any site, including those containing or hosting: pornographic contents, content inciting to racism or unlawful discrimination, illegal content, or whose advertisement is illegal or incites to illegal activity, or sites that the very fact of embedding a video within them shall create a breach of moral copyrights of a third party including the creators of the video clip and the copyrights owners of it. The Company reserves the right not to allow the embedding of videos or change the link to the video without the need to notify you in advance and you will have no claim or demand against the Company for making such changes or malfunctions that occur as they occur. The Company may instruct you to cancel any such implementation at its sole discretion - in such case, you will cancel the implementation immediately and you shall have no claim or demand against the Company in this matter. The Company shall not be liable for any damage caused by embedding videos from the Site. You are fully and exclusively responsible for any assimilation made by you, including the regulation of copyright and payment to the respective copyright societies / performers in accordance with any law, and undertake to indemnify the Company for any damage it may suffer as a result.
12. You hereby undertake not to perform the following actions (in whole or in part):
 - 12.1. Impersonating any person or legal entity apart from the User of the Site.
 - 12.2. Uploading, sending or broadcasting any materials containing any kind of computer virus, or any other computer code intended to ruin, disrupt, or limit the use (including

any other use, apart from fair and reasonable use of the Site) of any of the computers, servers, hardware or software used by the Company to operate the Site.

- 12.3. Distributing spam mail or any other mail using the servers through which the Site is operated.
- 12.4. Altering, processing, adapting, sublicensing, translating, selling, reverse-engineering, dismantling or reconstructing any of the parts of the code that comprise the Site, as well as any such actions in respect of the hardware or software used in the operation of the Site.
- 12.5. Violate the copyrights, trademarks or other intellectual property rights found in the framework of the Site.
- 12.6. Transfer or display of the Site or any part thereof, in a frame within an internet page or other application, or as a part of another internet page or application (a mirror), or as a part of another service, without the prior written consent of the Company.
- 12.7. Use Robots, Spiders, data search and recovery engines, or any other automated tools or manual tools intended to index, recover and locate data found in the Site, or such tools intended to expose the structure of the database and code contained in the Site.
- 12.8. To disrupt, in any other manner, or interrupt the operation of the Site, including by disrupting the activity of the server and the network of computers connected to the Site.
- 12.9. To upload or to send through the Site, any materials or messages that are illegal, immoral or offensive in any manner, or that are irrelevant.
- 12.10. To Make any use of the Site not in accordance with the provisions of these Terms of Use.
- 12.11. Without derogating from the foregoing, the Company may remove or edit messages you upload to the Site, at its sole discretion (to the extent that uploading such messages is made possible in the framework of the Site or the Personal Area, as this term is defined herein).
- 12.12. You hereby undertake not to make any illegal use of the Site or the Device.
- 12.13. You hereby undertake not to make any use of the Site that could violate the copyrights or intellectual property rights of the Company, of companies that advertise their services through the Site, or of any other party.
- 12.14. The User has the right to use the data presented in the Site only for its personal and private use. No commercial or for-profit use may be made of any data contained in the Site, and the User may not authorize third parties to make any use of the data, whether for consideration or otherwise. It is hereby clarified that data advertised on the Site may not be used for displaying on the internet or on another service without the prior written consent of the Company, and subject to these Terms of Use. The User undertakes not to store data displayed in the Site using various types of software, nor to distribute data displayed in the Site in public in a commercial manner or framework, or for any other purpose. The Site may not be presented in a different design or graphical interface other than those determined by the Company, other than subject to the prior written consent of the Company. The Site may not be displayed in a manner that derogates from the form of any contents contained therein.

D. Personal Area

13. As part of the services provided on the Site, the Company may allow some of the Users, to perform certain actions, or to obtain certain information online by way of a dedicated account which will gain access to a personal area in the Site (the "**Personal Area**"). Use of the Personal Area is assigned for registered Users only. If you receive means access to the Personal Area, including a username and a password ("**Means of Access**"), you must such information strictly confidential and refrain from disclosing it to any unauthorized third parties, including storing your data on a computer, mobile device and or any other device that allows connection to the internet network. Use of the Means of Access is solely personal, and you may only use the Means of Access assigned to you (to the extent such were assigned). You acknowledge that any use made of any of your Means of Access shall be deemed to be made by you personally. You undertake to bear all damages that may be caused by the use of your Means of Access (even if done by another) and you agree to indemnify the Company from any damage caused by such use.
14. Access to the Personal Area is granted to each User as a representative on behalf of the Company's customer (the "**Customer**"). Any use or action made within the Personal Area, including the ordering of products in accordance with the provisions of Chapter K of these Terms of Use, shall be deemed to have been made by and for the benefit of the Customer, for all intents and purposes. You and the Customer must immediately notify the company of any fear or concern regarding misuse of the User's name, the Customer's name or the assigned Means of Access. In addition, you hereby declare and undertake that the information provided by you through the Personal Area is complete and accurate and you are aware that the company may rely on such information in providing you with certain services, in accordance with your agreement with the Company. In case such information contains personal information regarding third parties, the applicable Privacy Policy provisions shall apply.

E. Property and Intellectual Property

15. The Company or the party issuing the right to use them to the Company, holds all rights to the intellectual property and to the copyrights in the Site and the services or whatever content provided therein (including text, graphics, software, photographs and other pictures, videos, tones, trademarks and trade symbols). One shall not copy, distribute, publicly display, publicly perform, transfer to the public, amend, process, create derivative of, sell or lease any part of the foregoing, whether on its own or through or in cooperation with any third party, in any way or using any means, whether electronic, mechanical, optical, through photographic or recording means, or any other means, without obtaining the prior written consent of the Company or other rights holders, as applicable, and subject to the terms of such consent (if granted). This provision is effective in respect of any processing, editing or translation performed by the Company on contents input or provided by you to the Site.
16. If and to the extent that such consent is granted, you must refrain from removing, deleting or obscuring any message or symbol in respect of the intellectual property rights, such as copyright symbols (©) or commercial symbols (®) associated with the contents that you use.
17. Trademarks and advertisements of parties advertising in the Site are the sole property of such advertisers. No use may be made of these, as well, without the prior written consent of the advertisers.

18. You hereby grant the Company irrevocable and unconditional permission to make use of the information you provided to the Company (details about its collection and retention is to be found in the Privacy Policy) or that was collected automatically while you browsed or made use of the Site (including the Personal Area), to create **anonymous** statistical data, including generating Averaged Data, Aggregated Data, performance tests or Benchmarks; user preferences, comparisons, recommendations or other calculations, or creating derivative products based on the information provided by you or collected about you, whether combined with information received from third parties or otherwise (said actions and their products being jointly termed “**Statistical Data**”). Without derogating from the foregoing, it is clarified that the Statistical Data is the sole property of the Company, and that it owns all rights, including copyrights and intellectual property rights, in respect of the Statistical Data. The Company shall hold an unlimited right to use, update, alter, improve, sell, lease, create derivatives of or make any other use of the Statistical Data, without being required to give notice or bear any other duty or liability toward you. To avoid any doubt, you hereby assign all rights in the Statistical Data to the Company, and hereby waive any right in the Statistical Data or any claim in connection with the use thereof.

F. Remedies

19. The Company shall be entitled, at any time and without prior notice, to give notice of inaccurate or erroneous information you provided to it, to restrict your access to the Site and to refuse to provide you with access to the Site in the event of the occurrence of one or more of the following:
 - 19.1. There is concern that you breached the provisions of these Terms of Use;
 - 19.2. It is unable to verify or validate information you provided.
 - 19.3. It believes that your use of the Site represents a financial risk, fraud or it believes there is a reasonable risk of financial risk or fraud;
 - 19.4. It believes that your activity may cause you, the Company or its community of Users, financial loss, payments due or legal liability.

G. Liability and Risk

20. Although the Company endeavors to ensure that all information contained on the Site is correct and accurate, the purpose of the Site is not to act as a source of authority or provide advice on which one can rely. The Company does not guarantee that any content or information published on the Site, including within the Personal Area, is accurate, complete, up to date, correct, reliable, uniform, of a high standard, fit for a particular purpose, relevant or authentic and the use of the Site shall be based on an “As-Is” and “As-Available” basis.
21. The Company shall not be liable or responsible, whether directly or indirectly, to compensate for any damage caused by the information appearing on the Site or the Personal Area or caused by the use or the inability to use the Site, or anything related to it.
22. It is clarified that the Company’s systems, by virtue of being based on software, hardware and communications networks, are exposed to the risks inherent in systems of these kinds, including harmful software (viruses, trojan horses etc.), wiretapping, infiltration by hostile parties, identity theft and other online fraud. The Company invests efforts in protecting against these risks; however, it is not possible to completely block these risks, and damages or losses may be incurred as a result of the realization of any of these risks, including the exposure or corruption of information provided to or displayed by the systems, including the corruption of instructions/requests; unauthorized account activity; corruption of the use of the systems or its response times, including the failure to perform, faulty performance or delayed performance of any instruction/request, unavailability of the systems or any of their services and so forth.

23. Without derogating from the provisions of these Terms of Use, the Company is exempted from liability for any damages, losses or expenses you may incur, directly or indirectly, as a result of one of the following events/factors:
- 23.1. Corruption of data or instructions, or failure or delay in performance of instructions as a result of malfunctions or other disruptions in the lines of communication or electronic functionality or mechanical failure, whether on your part or between the Company and any third party through which instructions and data are transferred;
 - 23.2. Faulty performance of any software or hardware in your possession.
 - 23.3. exposure and disclosure of information to any third party which results from your use of the Site, or as a result of your provision of inaccurate information, or as a result of you giving your Device to a third party, including for the purpose of repairing your Device, and including in the event that such third party views information received from the Company on your Device or performs different actions in the framework of the Site.
24. It is clarified that the foregoing does not derogate from your responsibility in respect of your Device, including in respect of its security. Furthermore, it is clarified that certain actions performed with the Device, such as “jailbreaking” it, may harm the security of the information and the use of the Site, in addition to some such actions being illegal and forbidden.

H. Privacy

25. Any use of the Site is subject to consent to the Privacy Policy in full. If you do not consent to a term of the Privacy Policy, please refrain from using the Site.

I. Third party websites and services

26. It is possible that the Site may provide you with links to third party’s websites, including links made by parties which create advertising through the Site. These links are made for your convenience only, the use of the information or other contents appearing on the external web sites, which the link lead to, require a cautious and careful examination and is subject to the applicable third-party site’s privacy policy. It is hereby clarified that the Company has no control or right regarding the contents appearing on these external sites. Furthermore, the Company holds no responsibility for a case you have relied upon these external sites or acted according to them. The links appearing on the Site should not be interpreted as a recommendation, preference or authorization to use the material or contents or products appearing on the external sites. Also, these links should not be interpreted as a guarantee for reliability, accuracy or completeness of the information entailed in them. By clicking on the link, you are hereby relinquishing any claim or demand towards the Company for any damage or payment or loss incurred to you (if indeed you were incurred with the such) as a result of reliance on the information appearing on these external sites, or as a result of the use of such information.
27. If you should find that the information entailed in the Site, or the existing information amongst the contents of any other service linked to it, is invalid, illegal, immoral, or which does not meet User expectations, please inform the Company on the matter, by using the “contact us” page on the Site.

J. Shopping, commercials and commercial information

28. The Site may include commercial content, such as advertisements and commercials, submitted for publication on behalf of various advertisers or Users who wish to offer properties or services for sale. Such content may be in text, pictures or voice.

29. The Company shall not bear any responsibility for the commercial content published on the Site. The Company does not write, review, verify or edit the content or authenticity of such publications. The sole responsibility for the commercial content and for any consequence resulting from the use of or reliance on them applies to advertisers. Publication of commercial content on the Site does not constitute a recommendation or encouragement to purchase the services, properties or products offered for sale.

K. Order of Products

30. In the Personal Area, the Customer may, by way of the User, perform a process of ordering various products from the Company (the "**Products**"). Such order will only be made available to the Customer after an agreement has been established between such Customer and the Company, whether by written or oral form, which regulates the prices of the Products, the manner of payment and delivery of the Products to the Customer. There shall be no validity to an order of Products if such agreement has not been established, or after the supplier-customer relationship between the Customer and the Company has been concluded.
31. Payment for the Products shall be made directly between the Company and the Customer, in accordance with existing agreements between the Customer and the Company.
32. It is clarified that an order made through the Site will not be valid until the Company has approved it, in whole or in part. The Company reserves the right to approve the order in any way, including by way of an E-Mail message, a short text message, a telephone call with the Customer's representative, facsimile or providing confirmation within the Site itself.
33. The Customer may be granted the right, through the User, to receive certain data regarding the order and delivery of the Products, through the Personal Area, including signed shipping certificates, invoices, order status information and shipping status. For the avoidance of doubt, the information set forth in this section shall be subject to the warranty arrangements set forth in the "Liability and Risks" section, Chapter G above.

L. Securing the Site

34. The Company sees great importance in its Users data security and invests considerable resources for securing information confidentiality. It is within this framework, that the Company makes use of many security measures.
35. The Company does not check the information and content which appear on-line, except for defending its network, and therefore, you are responsible to take appropriate security measures (such as against viruses, computer infiltration, loss of information, exposing of secrets etc.), which emanate from links to external communications networks or from the capability to receive files and other information from different sources, and any use you do in the Site is at your own responsibility, alone.

M. Notifications and updates

36. You may receive different updates and messages from the Company, including promotional messages and materials, by mail, e-mail, text-messages, facsimile, automated dialing machine or by any other communications medium, if you have granted the Company your consent to do so.

N. Governing Law

37. The use of the Site shall be governed by the laws of the State of Israel only. Any disagreement or dispute relating to the Site shall be decided exclusively by a court of competent jurisdiction in the city of Haifa, Israel, only.