

## **TERMS OF USE**

These Terms of Use (these "**Terms**") shall govern your ("**You**", "**Your**" or "**user**") access and use of the website located at [www.epitomeemmedical.com](http://www.epitomeemmedical.com) (the "**Website**") an online resource for information related to Epitomee Medical Ltd. ("**We**" or "**EPITOMEE**") activities, products and services. **By using or accessing the Website you agree to be bound by these Terms.**

You agree that we may change any part of the Website, including its content, at any time or discontinue the Website or any part thereof, for any reason, without notice to you and without liability. You declare that by acceptance of these Terms and/or by using the Website, you are of legal age to form a binding contract with EPITOMEE. You may not use the Website and may not accept these Terms if you are a person barred from using the Website under the laws of the country in which you are a resident or from which you use the Website.

We may, in our sole discretion, refuse to offer our Website to any person or entity. We further may, without notice and in our sole discretion, terminate your right to use the Website, or any portion thereof, and block or prevent your future access to and use of the Website or any portion thereof.

If you violate these Terms, EPITOMEE reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend your use of the Website. You agree that EPITOMEE does not need to provide you notice before terminating or suspending your use of the Website, but it may provide such notice in its sole discretion.

### **Services**

EPITOMEE develops and produces medical devices packaged in capsules and taken by ingestion, intended for weight loss and obesity treatment (Weight Management and Obesity) and also develops and produces medical devices packaged in capsules and taken by ingestion, which are intended for insertion of biological drugs through the small intestine wall ("**Services**"). EPITOMEE's Website provides information on the Services and enables it users to contact EPITOMEE to apply for a job at EPITOMEE as well contact EPITOMEE regarding the Website and Services.

### **Grant of License**

EPITOMEE grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited scope license to use the Website. Use of the Website shall be solely for your own, private purposes and for no other purpose whatsoever. You hereby acknowledge that your license to use the Website is limited by these Terms, and, if you violate or if, at any point, you do not agree to these Terms, your license to use the Website shall immediately terminate, and you shall immediately refrain from using the Website.

### **Access to the Website**

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Website. EPITOMEE does not provide you with the equipment to access and/or use our Website. EPITOMEE cannot guarantee that the Website will always function without disruptions, delay or errors. Several factors may impact the quality of your communications and use of the Website and may fail your communications, including, without limitation, your local network, firewall, your internet service provider, the public internet, and your power supply. EPITOMEE takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control. You are responsible for all fees charged by third parties related to your access and use of the Website (*e.g.*, charges by internet service providers or air time charges).

Our Website is made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep-link, use, copy, monitor (e.g., spider, scrape), display, download, reproduce, or use crawlers, robots, data mining or extraction tools of any type in connection with any content or information, software, products or services available through our Website for any commercial or competitive activity or purpose.

### **Rules of Conduct and Usage**

You represent and warrant that you have full right and authority to use the Website and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the Website and/or the transmission of data exported from the country in which you reside. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You undertake that you shall not defraud, or attempt to defraud, EPITOMEE or other users, and that you shall not act in bad faith in your use of the Website. If EPITOMEE determines that you have acted in bad faith and/or in violation of these Terms, or if EPITOMEE determines that your actions fall outside of reasonable community standards, EPITOMEE may, at its sole discretion, prohibit you from using the Website. You agree that your use of the Website shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- (i). Access the Website if you are barred under the provisions of these Terms or any applicable law;
- (ii). Promote, host or display the Website on any websites that: (i) contain indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by EPITOMEE at its sole discretion), defamatory, libelous, obscene, gambling related, discriminatory, deceptive, abusive spyware, adware, or other malicious programs or code, unsolicited mass distribution of email, or any illegal subject matter or activities or otherwise offensive content, or content addressed to individuals under the age of 18; (ii) incorporate any materials that infringe or assists others to infringe on any copyright, trademark or other intellectual property rights; (iii) are an incentive-based website, such as a lottery or sweepstakes site which rewards users for clicking on links; (iv) engage in activities that violate EPITOMEE's Privacy Policy; (v) openly encourage users to click on banner ads or other sponsored links to support the Website; or (vi) infringe any right of any third party or violate any applicable law or regulation;
- (iii). Upload, post, transmit or otherwise disseminate any material that is vulgar, indecent, obscene, pornographic, sexual or that is, in a reasonable person's view, otherwise offensive or objectionable;
- (iv). Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
- (v). Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by EPITOMEE or by applicable statutory law), modify or alter any part of the Website;
- (vi). Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Website or the computers of other users of the Website;

- (vii). Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim or spam) to anyone;
- (viii). Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Website in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- (ix). Create false personas, multiple identities, use bots or other automated software programs to defraud or which otherwise violate these Terms and/or the terms of service of any third-party applications or social networks through which the Website is accessed;
- (x). Upload or transmit (or attempt to upload or to transmit), without EPITOMEE's express consent, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
- (xi). Improperly use support channels or complaint buttons to make false reports to EPITOMEE;
- (xii). Develop and distribute "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;
- (xiii). Encourage any third party to: (i) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (ii) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (iii) engage in any action or practice that reflects poorly on EPITOMEE or otherwise disparages or devalues EPITOMEE's reputation or goodwill;
- (xiv). Make representations with respect to EPITOMEE not approved in advance and in writing by EPITOMEE. You shall obtain EPITOMEE's prior written approval to the content of any marketing message, and with respect to any use of EPITOMEE's trade name and/or trademarks and/or designs in connection with the Website;
- (xv). Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Website;
- (xvi). Attempt to use the Website on or through any service that is not authorized by EPITOMEE. Any such use is at your own risk and may subject you to additional or different terms. EPITOMEE takes no responsibility for your use of the Website through any service that is not authorized by it;
- (xvii). Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Website; and/or
- (xviii). Interfere with the ability of others to enjoy using the Website, including disruption, overburden or aid the disruption or overburdening of the Website's servers, or take actions that interfere with or materially increase the cost to provide the Website for the enjoyment of all its users.

### **Intellectual Property Ownership**

Without derogating from any other terms herein, EPITOMEE and/or its affiliates retain all rights in the Website and its materials (including, but not limited to, applications, software, designs, graphics, texts,

information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "**Website Materials**"). The entire contents of the Website are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Website pursuant to these Terms or otherwise exploit any of the Website Materials without EPITOMEE's explicit, prior written consent. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from EPITOMEE. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in severe civil and criminal penalties.

EPITOMEE and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Website Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Website or by accessing any of the Website Materials, or rights to any derivative works thereof.

### **Third Party Material**

You may be able to access, review, display or use third party website, resources, content, information or links to other websites or resources (the "**Third Party Materials**") via the Website. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and EPITOMEE disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Website. You acknowledge and agree that EPITOMEE: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or Website on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Website. Your ability to access or link to Third Party Materials or a third party Website does not imply any endorsement by EPITOMEE of Third Party Materials or any such third party Website.

These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials.

Without derogating from any of EPITOMEE's rights and remedies under these Terms and/or under law, EPITOMEE will be entitled, at its sole discretion, to immediately discontinue the Website or any part thereof, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials.

You may not use any Third Party Materials for which you have not obtained appropriate approval to use. EPITOMEE cannot grant permission to use third party content.

### **Communication Channels**

The Website may provide communication channels such as blogs, forums, communities, or chat areas (collectively, "**Communication Channels**") designed to enable the communication of users with each other and EPITOMEE. EPITOMEE is under no obligation to monitor these Communication Channels but may do so, and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. EPITOMEE may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by EPITOMEE, and these communications should not be considered reviewed

or approved by EPITOMEE. You will be solely responsible for your activities within the Communication Channels and under no circumstances will EPITOMEE be liable for any activity within the Communication Channels.

### **Feedback**

If you send or transmit any communications, comments, questions, suggestions, or related materials regarding the Website, whether by email or otherwise (collectively, "**Feedback**"), such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and EPITOMEE is free to use, without any attribution or compensation to you, any and all Feedback for any purpose whatsoever. You understand and agree that EPITOMEE is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

### **Privacy**

Matters related to privacy are also governed by EPITOMEE's Privacy Policy, available on the site (the "**Privacy Policy**"), which constitutes an integral part of these Terms by way of reference, and by using or accessing the Website you agree to be bound by its terms and conditions. Unless the context otherwise requires, all reference herein to these Terms, shall also include the Privacy Policy. **We advise you to carefully read the Privacy Policy.**

### **Disclaimers; Limitation of Liability; Indemnification**

You acknowledge and agree that your use of or access to the Website and/or any materials and/or services, if any, offered by EPITOMEE shall be at your sole risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis. You are solely responsible for any and all acts or omissions made by you in reliance on the Website or any part thereof. To the fullest extent permitted by law, EPITOMEE, its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Website and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

You agree that your use of the Website shall be at your sole risk. EPITOMEE makes no warranties or representations about the accuracy or completeness of the content of the Website, of the content of any sites linked to the Website, of any Third Party Materials and assumes no liability or responsibility for any:

- (i). Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content;
- (ii). Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Website;
- (iii). Any unauthorized access to or use of Third Party Materials, secure servers and/or any and all personal information and/or financial information stored therein;
- (iv). Any interruption or cessation of transmission to or from the Website;
- (v). Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party; or
- (vi). Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Website.

WITHOUT DEROGATING FROM THE ABOVEMENTIONED, IN NO EVENT WILL EPITOMEE, ITS DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, CONSULTANTS AND/OR

EMPLOYEES, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EPITOMEE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT EPITOMEE SHALL NOT BE LIABLE FOR ANY USER SUBMISSIONS AND/OR DEFAMATORY, OFFENSIVE AND/OR ILLEGAL CONDUCT BY ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM AND/OR ASSOCIATED WITH THE FOREGOING RESTS ENTIRELY WITH YOU. EPITOMEE'S LIABILITY FOR ANY DAMAGES OR CLAIMS OF ANY KIND, SHALL NOT EXCEED US\$ 1.

The security of information and payments transmitted via the Internet cannot be guaranteed. Any losses incurred or sustained by you as a result of transmitting information by means of email or other internet links, shall be borne solely and exclusively by you, and in no event, shall any such losses be borne, in whole or part, by EPITOMEE.

You agree to indemnify and hold EPITOMEE, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- (i). Your use of and access to the Website;
- (ii). Your violation of any term of these Terms;
- (iii). Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (iv). Any claim that any user submission made by you has caused damage to a third party.

### **Notices**

Notices to you may be made via the Website and/or e-mail. EPITOMEE may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Website. You agree that all agreements, notices, disclosures and any other communications that EPITOMEE provide as aforementioned satisfy any legal requirement that such communications be in writing.

### **General**

By using or visiting the Website, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and EPITOMEE. Any claim or dispute between you and EPITOMEE that arises in whole or in part from your use of the Website shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. EPITOMEE reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Your use of the Website following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND EPITOMEE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms of Use or any other issue regarding EPITOMEE or the Website please contact us at: [info@epitomeemmedical.com](mailto:info@epitomeemmedical.com)

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