

NEUREALITY WEBSITE TERMS OF USE

Last revised: November 17, 2020

NeuReality Ltd., its affiliates and its existing subsidiaries (if any) ("**NeuReality**", "**our**", "**we**", "**us**") welcomes you (the "**User(s)**", "**you**" or "**your**") to our Website at: www.neureality.ai (the "**Website**"). Our Website offers basic information on our company and technology. Each of the Website's Users may access and use the Website in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering to, connecting to, accessing or using the Website, you acknowledge that you have read and understood the following Terms of Use (the "**Terms of Use**"), including the terms of our General Privacy Policy (the "**Privacy Policy**", collectively with the Terms of Use, the "**Terms**") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Website and you acknowledge that these Terms constitute a binding and enforceable legal contract between NeuReality and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE WEBSITE IN ANY MANNER.**

2. The Services

The Website includes informative pages on our company and the products and services we offer. In addition, there are forms that Users may fill in, which may include: (i) "Contact Us" - enabling Users to connect with us to ask questions and receive assistance from our support department; and (ii) "Careers" in order to learn about current employment opportunities with NeuReality (the "**Services**"). To learn more about the information you provide us when filling in one or more of the forms, please visit our Privacy Policy.

3. Use Restrictions

There is certain conduct which is strictly prohibited on the Website. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may, at NeuReality's sole discretion, result in the termination of your access to the Website and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) except as explicitly permitted hereunder copy, replicate, scrape, modify, create derivative works of, readapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Website and any other information, documents, material and data available on the Website (collectively, the "**Content**") in any way, or publicly display, perform, or distribute the Content, without NeuReality's prior written consent; (ii) make any use of the Content on any other website or networked computer environment for any purpose without NeuReality's prior written consent; (iii) create a browser or border environment around the Website and/or Content, link, including in-line linking, to elements on the Website, such as images, posters and videos, and/or frame or mirror any part of the Website, unless if expressly permitted; (iv) transmit, distribute, display or otherwise make available through or in connection with the Website any content, which may infringe third party rights, including intellectual property and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Website, and/or use the Website to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful,

disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Website, or the servers or networks that host the Website or make the Website available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) use the Content and/or the Website for any illegal, immoral or unauthorized purpose.

4. Privacy Policy

We respect the privacy of our Users at NeuReality and are committed to protecting the information you share with us in connection with your use of the Website. Our policy and practices and the type of information collected are described in our published Privacy Policy. If you intend to connect to, access or use the Website you must first read and agree to the Privacy Policy.

5. Limited Website Content License

NeuReality is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at our discretion, license, to access and use the Website and any Content by displaying the Website and Content on your computer, and downloading and printing pages from the Website under the condition that (i) such activity is solely for your personal, education or other non-commercial use, or for your internal business purposes, (ii) you do not modify or prepare derivative works from the Website or Content, (iii) you do not, not permit others to obscure, alter or remove any notice of copyright set forth on any pages of the Website or Content, (iv) you do not, nor permit others, to otherwise reproduce, re-distribute, aggregate or publicly display any of the Website or Content. No other rights in the Website or in the Content are granted.

You hereby agree that upon NeuReality's request you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of these terms.

6. Feedback

In the event that you provide NeuReality with any suggestions, comments or other feedback relating to Website and/or NeuReality's products and/or services (collectively, "**Feedback**"), such Feedback is deemed as the sole and exclusive property of NeuReality and you hereby irrevocably assign to NeuReality all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations, and shall promptly inform NeuReality as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you.

7. Intellectual Property Rights

"**NeuReality Intellectual Property**" means proprietary and intellectual property rights, including the Website and its logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, the Content and related materials, NeuReality's trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Website and any part thereof), and any and all intellectual property rights pertaining thereto, whether or not registered and/or capable of being registered, and any and all Feedback.

The NeuReality Intellectual Property is owned and/or licensed to NeuReality and is subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions.

“**NeuReality**” and all logos and other proprietary identifiers used by NeuReality in connection with the Website, (“**NeuReality Trademarks**”) are all trademarks and/or trade names of NeuReality, whether or not registered. All other trademarks, Website marks, trade names and logos which may appear on or with respect to the Website belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to NeuReality Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to NeuReality Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein. You may not remove or delete copyright notices, restrictions and signs indicating proprietary rights of NeuReality and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Website, and you represent and warrant that you will abide by all applicable laws in this respect and will not use any name, mark or logo that is identical, or confusingly similar to any of NeuReality’s marks and logos, whether registered or not.

8. Availability

The Website’s availability and functionality depend on various factors, such as communication networks, software, hardware, and NeuReality’s Website providers and contractors. NeuReality does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

9. Changes to The Website

NeuReality reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Website (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Website may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. You agree that NeuReality shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Website (or any part thereof).

10. Disclaimer of Warranties

NEUREALITY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE WEBSITE (OR ANY PART THEREOF). THE WEBSITE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEUREALITY AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “**NEUREALITY AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY,

AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE WEBSITE OR SERVICES.

NEUREALITY DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE WEBSITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE WEBSITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

11. Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL NEUREALITY AND/OR ANY OF THE NEUREALITY AFFILIATES AND/OR SUBSIDIARIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE WEBSITE, USE OR INABILITY TO USE THE WEBSITE, FAILURE OF THE WEBSITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF NEUREALITY TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF NEUREALITY BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY WEBSITES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, NEUREALITY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR ANY CONTENT, NEUREALITY'S LIABILITY SHALL IN NO EVENT EXCEED US\$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR NEUREALITY'S PROVISION OF THE WEBSITE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF NEUREALITY AND/OR ANY NEUREALITY AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

12. Indemnification

You agree to defend, indemnify and hold NeuReality and any NeuReality Affiliates harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) made against NeuReality or any NeuReality Affiliates due to or arising directly or indirectly out of or in connection with your use of the Website (or any part thereof).

13. Amendments to the Terms

NeuReality may change these Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the Website and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the contact form. Such substantial changes will take effect seven (7) days after such notice was provided on our Website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Website after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

14. Minors

To enjoy the Website, you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that individuals under the age of eighteen are not using the Website. In the event that it comes to our knowledge that an individual under the age of eighteen is using the Website, we will prohibit and block such User from accessing the Website and will make all efforts to promptly delete any Personal Information in accordance with our Privacy Policy.

15. General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Website or use of this Website will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Website will be brought in, and you hereby consent to the exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without NeuReality's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and NeuReality relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and NeuReality or notices to you may be made via email or regular mail. This Website may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16. Contact Us

If you wish to receive more information on these Terms, please contact us using the details provided below:

NeuReality

Email: office@neurealty.ai

Address: 14 Halamish Street, Caesrea, Israel