

1. General

- 1.1. In this Agreement, the following terms and expressions shall have the meanings stated next to them, unless the content or the context indicates otherwise.
 - 1.1.1. The **"Provisions of the Law"** - the provisions of the law including the laws of the State of Israel.
 - 1.1.2. The **"Company"** - Aternus Networks, ID 317145993.
 - 1.1.3. The **"Customer"** - anyone entering into agreement with the Company for the provisioning of its services hereunder, whose details appear in the Order Form to which this Agreement is appended as an integral part thereof.
 - 1.1.4. **"Internet Solutions"** - services and/or products provided by the Company to the Client.
 - 1.1.5. This **"Agreement"** - the terms and conditions set forth in this Agreement and in the Order Form to which this Agreement is appended as an integral part thereof.
 - 1.1.6. The **"Order Form"** - a form which include client details, payment details, and a list of Internet Solutions the client intends to purchase, including the contract period to which the client obliged, if any; that was sent to the client prior of providing Internet Solutions and/or is signed by the client.

2. The Agreement

- 2.1. This Agreement, as shall be updated from time to time according to the Provisions of the Law, is the sole agreement between the parties and the Company shall not be bound by any statement or agreement not included herein, except where such statement or agreement was included by the Company in a written notice to the Customer subsequent to the commencement of this Agreement.
- 2.2. The use by the Customer of the services of the Company constitutes its acceptance of the terms of this Agreement.

3. The Essence of the Service

- 3.1. The Company shall provide Internet Solutions including support services, the whole as set forth in the Order Form to which this Agreement is appended (hereinafter: the **"Order Form"**) and of which this Agreement constitutes an integral part (hereinafter: the **"Services"**).
- 3.2. The provisioning of the Services is subject to the Customer's fulfillment of his obligations hereunder and, in particular, as set forth in **Section 11** below.
- 3.3. The Company shall be entitled to change from time to time the Services conditions after giving the Customer prior notice and subject to the Provisions of any Law.

4. Consideration, Payment Terms and Term

- 4.1. The Customer shall pay the Company for the Services such consideration as specified in the Order Form.
- 4.2. In addition to the provisions of **Section 4.1** above, the Customer shall pay Company for the services of another supplier or licensee whose services were used by the Services hereunder, without the Company having any responsibility for the services of such supplier or licensee.
- 4.3. The term of this Agreement shall be as stated in the Order Form.
- 4.4. The consideration stated in the Order Form refers only to the service described therein and any further cost shall be borne by the Customer including extension and/or improvement of a service according to the rates of the Company as same shall be in force from time to time and/or modification and/or updating of the service package set forth in the Order Form.
- 4.5. The Customer agrees and is aware that replacement of the service package appearing in the Order Form with another service package shall be made as of the beginning of the next billing cycle following receipt of the Customer's request concerning the replacement.

5. Technical Support

- 5.1. The Company shall provide the Customer with technical support services only where the fault occurs in a service that is provided by it and that is under its direct control and does not arise from third parties such as local and/or overseas communications operators, the World Wide Web, the Customer's systems and/or applications, and the like.

6. Privacy Protection

- 6.1. Without derogating from the provisions of the Illegal Eavesdropping Law, 5739-1979, the Privacy Protection Law, 5741-1981, and any other law concerning protection of the privacy of a person, the Company shall be authorized to maintain computerized monitoring of the activity of the Customer and/or the system and to disclose any information for the purpose of controlling/safeguarding the working order and/or quality of the system and/or service and protecting its activity and the activity of its users and monitoring compliance with the Provisions of any Law.
- 6.2. Subject to **Sections 6.3** and **9.5** below, it is forbidden for the Company, its employees, agents and anyone acting on its behalf to disclose to any person not duly authorized for this purpose any lists or documents containing the name and address of the Customer or any other information relating thereto, including details of the account (hereinafter: the **"Customer Details"**).
- 6.3. Notwithstanding the above, the Company may do the following:
 - 6.3.1. Communicate the Customer Details to third parties for the purpose of collecting monies owing from the Customer in respect of the Services so long that the information so communicated is required for the collection of monies and the preparation of accounts and that the third party undertook to observe the privacy of the Customer as provided in **Section 6.2**.
 - 6.3.2. Communicate the Customer Details to another by virtue of legal authority.
 - 6.3.3. Use the Customer Details and the information held by the Company for the purposes of the Company including for marketing and surveys of the Company.
 - 6.3.4. The Customer agrees that the Company will include his name, IP address, e-mail address, domain name, logo, phone number and address in the company's website, except where the Customer has notified the Company in writing of his wish that the Company will not do so within 14 days of signing the Order Form.

6.3.5. The Customer hereby grants his consent to receive any updates and/or advertising/marketing materials via the e-mail address and/or to his Internet browser.

7. Discontinuance or Termination of Service

- 7.1. The Company may, without prior notice, discontinue (temporary discontinuance) its Services to the Customer in any of the following events:
- 7.1.1. The Customer failed to duly pay any charge imposed on him for Services he has received within such time as is provided herein for payment of same;
 - 7.1.2. The Customer exceeded the Debit Ceiling set for him by the Company pursuant to **Section 13**;
 - 7.1.3. The Customer failed to provide the Company with Security in accordance with its request pursuant to **Section 14**;
 - 7.1.4. The Customer is using the Company's Services in such manner that, in the opinion of the Company, might interfere with the Services provided by the Company to other customers or that constitutes a civil wrong or a criminal offense, or upon the existence of reasonable suspicion that the Customer is acting in a manner inconsistent with the terms set forth in **Section 11**;
 - 7.1.5. The Company may discontinue or restrict its Services where such discontinuance or restriction is required in order to perform essential or urgent construction or maintenance works on the systems it uses or in times of national emergency or for national security reasons.
 - 7.1.6. The Company received notification, with verification or certificate, that the Customer has died; and where the Customer is a corporation, that it has ceased to exist.
- 7.2. Such discontinuance, termination or restriction does not derogate from the Customer's obligation to pay to the Company, in addition to the debt itself, linkage differences, arrears interest and collection costs, as provided herein, including in **Section 8**.
- 7.3. The Customer undertakes, should the Company find that, for the purpose of providing the Services, there is any incompatibility with regard to end user equipment of the Customer, to adjust the end user equipment as required, failing which the Company may choose not to begin, or to discontinue, to provide Services and the Customer shall be liable for any damage/loss/expense caused as a result of such incompatibility of the equipment.

8. Late Payment

- 8.1. Any payment not received on or before the date stated in the Payment Terms Form shall carry such interest as generally charged by Bank Otsar HaHayal Ltd. of Israel in debit accounts on the date of actual payment. With respect to every payment received later than 14 days after the payment date stated in the Payment Terms Form there shall be added collection charges at the usual rates of the Company.

9. Limitation of Liability

- 9.1. It is hereby made clear that the Services depend on third parties (information suppliers and service providers, including manufacturers of information security software such as FireWall, manufacturers of modems, routers, and the like) and the Company shall not be liable for any act or omission of such third parties and shall not bear any damage/loss/expense caused as a result thereof, including as a result of the operation of the lines, third party rates and the quality of its services. The Company shall not be liable for damages connected with the telecommunications/Internet networks, Customer's equipment and/or systems and/or application environment or installed at the Customer premise.
- 9.2. The Company is not responsible for the availability of the information and/or programs that the Company allows to be used within the scope of the Services, for the content, form, reliability or accuracy of the data, for any failure in the transfer, or defect in the content, of the information, for incongruity between the data received in the computer of the Company and the data received by the Customer. The Company shall not bear any direct and/or indirect damage/loss/expense caused as a result of any of the above.
- 9.3. The Customer agrees and is aware that the Services, by their nature, are susceptible to interruptions and/or disturbances and that the Company does not undertake to provide the Services continuously and free of any disturbances.
- 9.4. It is hereby made clear that the information and data transferred within the scope of the Services are not secured and the Company is not responsible for securing them and/or for any damage/loss/expense caused as a result thereof. The Customer is exclusively responsible to secure and protect the information stored in its systems and/or equipment and the Company shall not be liable for any damage/loss/expense caused as a result of the absence of such security/protection, including due to unauthorized intrusion to the Customer's systems and equipment.
- 9.5. The Company is not responsible for the working condition of the hardware / software and/or the usability of the communications software by means of which the Customer connects to the Company facilities and Services.
- 9.6. The Company is not responsible for the content, messages and design of the Customer's web-sites that are hosted with it including messages transmitted to/from such web-sites and shall not be liable for any damage/loss/expense resulting from such web-sites including due to infringement of intellectual property rights and including infringement of copyrights, trademarks, trade secrets, patents, designs and/or due to invasion of privacy.
- 9.7. To remove any doubt, the Company shall not be liable for any infringement of intellectual property rights, including trademarks and trade secrets, in relation to the right of use granted with respect to the addresses, including the domain name and e-mail addresses.
- 9.8. The Company shall not be liable for damages that originate from third parties, including those not subject to its direct control.

10. Indemnification

- 10.1. Nothing provided herein derogates from the right of the Company to bring action against the Customer with respect to any act or omission that resulted in damage to the Company due to breach of the Agreement or violation of any law.

11. Customer's Undertakings

- 11.1. The Customer warrants that the Customer's equipment meets the requirements of the Company as same shall be communicated to the Customer and as appearing in the attached Order Form.

- 11.2. The Customer will use the Services in accordance with the Provisions of any Law and subject to operation instructions and directions issued from time to time by the Company, the information suppliers and the service providers.
- 11.3. Without prejudice to the foregoing, the Customer shall not use the Services to carry on illegal wagering, to disseminate computer viruses, to access systems and files without authorization or to make any other use that might result in damage and/or disturbance and/or restriction of the use of the Services and/or that might infringe rights of the Company, the information suppliers, the service providers, other customers, users or any third party.
- 11.4. Immediately upon receiving a demand to do so, the Customer shall indemnify the Company in respect of any damage and/or loss and/or expense (including legal costs) sustained by the Company and/or any third party as a result of any use of the Services made by and/or through him and/or his passwords in the Services, including in respect of any damage and/or loss and/or expense resulting from the breach of any provision of the Agreement and/or any act contrary to other instructions issued from time to time to the Customer.
- 11.5. The Customer shall change his passwords from time to time in such manner so as to prevent any third party from illegally using the Services provided herein.
- 11.6. It is hereby made clear that the right to use the Services pursuant to the terms of this Agreement belongs to the Customer and to no other. The Customer shall not allow use of any kind or nature, whether or not for consideration, by any third party, except by any person acting in his name, subject to his supervision and under his responsibility.
- 11.7. The Customer declares and acknowledges that he is aware that the Services hereunder are provided by the Company pursuant to contracts of the Company with information suppliers and service providers and are according and subject to the terms of such license and contracts.
- 11.8. The Customer shall keep in confidence the means of access to the Internet Solutions with which the Company will provide him (including customer name and password) and shall not disclose this information to any third party without receiving the Company's prior written approval.
- 11.9. The Customer undertakes not to assign or otherwise transfer this Agreement or his rights hereunder. The Services are provided to the Customer solely for his use and he undertakes not to sell them and not to allow others to use them without the prior written consent of the Company. It is made clear that any such attempt to assign or transfer shall be of no effect and shall constitute fundamental breach of this Agreement.
- 11.10. The Customer undertakes to cooperate with the Company as may be reasonably required to enable the provisioning of the Company's Services, including allowing unrestricted and safe access to the Customer's facilities. The Customer shall also allow the Company to make alterations of engineering or other nature in the supplied equipment and/or Internet Solutions.
- 11.11. The Customer undertakes not to use the Services of the Company for the purpose of carrying out any act that is prohibited according to the laws of the State of Israel and he declares that, with respect to such acts, any liability that may arise shall apply to him exclusively and he shall indemnify the Company accordingly upon the latter's first demand concerning any claim and/or demand of any third party in this regard. Prohibited acts shall include, inter alia, the following:
 - 11.11.1. Illegal intrusion to computerized material / transferring computer virus to other computers / disrupting or interfering with other computers contrary to the provisions of the Computers Law, 5755-1995.
 - 11.11.2. Illegal eavesdropping to inter-computer communication contrary to the provisions of the Illegal Eavesdropping Law, 5739-1979.
 - 11.11.3. Organizing / participating in illegal games, lotteries and wagers contrary to Chapter H Mark 12 of the Criminal Law, 5737-1977.
 - 11.11.4. Publication and displaying of obscene material contrary to Section 214 of the Criminal Law, 5737-1977.
 - 11.11.5. Direct mailing to the Company's customers and/or to Internet users contrary to the Privacy Protection Law, 5741-1981.
 - 11.11.6. Using encryption systems without the authorization of the security authorities contrary to the provisions of the Commodities and Services Supervision Order (Engaging in Means of Encryption), 5735-1974.
 - 11.11.7. Infringement of intellectual property rights of other bodies/users of the Internet including infringement of copyrights, copying/using trademarks, etc.
 - 11.11.8. Sending e-mail messages to users in such a way so as to arouse complaints on the part of those receiving the messages (Spamming) or contrary to the customary code of behavior of the Internet.
- 11.12. The Customer is solely responsible for adults only (over 18 years of age) viewing restrictions.
- 11.13. The Customer hereby agrees that the Company may, at its sole discretion, assign its rights and obligations hereunder to another, including the right to collect monies from the Customer, whereas the Customer may not assign his rights and/or obligations hereunder to another.
- 11.14. The Customer agrees that to the extent the Customer cancels three appointments scheduled with him for the purpose of installing hardware/software required for the provisioning of the Services, the Company shall be entitled to terminate the Agreement and charge the Customer with its costs.
- 11.15. The Customer undertakes to indemnify the Company in respect of any damage/loss/expense caused as a result of an act/omission of the Customer in connection with the Service the subject-matter of this Agreement.

12. Material Breach

- 12.1. Each of the events described in **Section 11** shall be deemed as breach of a material term of the Agreement on the part of the Customer.

13. Debit Ceiling

- 13.1. The Company shall be entitled, at the request of the Customer or of its own initiative, if it saw fit in the circumstances, to set a maximum amount which the Customer may owe during a period of one month, or during another period as the Company shall determine, in respect of its Services, including Services that the Customer receives from another licensee through a system of the

Company (hereinafter: "**Debit Ceiling**"). The Company shall be entitled to discontinue the Services to the Customer, as provided in **Section 7.1** above, should the Customer exceed the Debit Ceiling determined for him pursuant to this Section.

14. Security for Customer's Obligations

- 14.1. To secure the obligations of the Customer hereunder, and as a condition to providing its Services, the Company may at any time, if it saw fit in the circumstances, require the Customer to furnish a deposit or security (hereinafter: "**Security**") to its satisfaction.
- 14.2. In the event the Customer breaches the Agreement, the Company may realize the Security in accordance with the Provisions of any Law so long that it has provided the Customer with prior written notice of at least ten (10) days before it intends to commence legal proceedings for the realization of the Security.
- 14.3. Upon termination of this Agreement, and after the Customer has fulfilled all of his obligations hereunder, the Company shall return to the Customer the Security deposited by him. The Company, in any event, is not obligated to return the Security to the Customer earlier than 30 days after the time its Services to the Customer have been terminated. Where the Security is a cash deposit, the Company shall return the deposit to the Customer with linkage to the index differences, as provided in the Interest and Linkage Award Law, 5721-1961.

15. Set Off and Lien

- 15.1. The Company shall be entitled to set off as against any amount it receives from the Customer in connection with this or any other Agreement, or any other debt owing from the Customer to the Company, all the amounts or liabilities owing, or to be owing, to it from the Customer in connection with this Agreement or other debt which the Customer owes to the Company in respect of end user equipment.

16. Jurisdiction and Applicable Law

- 16.1. It is hereby agreed that the courts of Tel Aviv, Israel shall have exclusive jurisdiction in connection with this Agreement and everything arising therefrom. This Agreement shall exclusively be governed by and interpreted in accordance with the Law of the State of Israel without reference to its principles of conflict of laws.

17. Addresses and Notices

- 17.1. Any notice sent by the Company to the Customer shall be deemed to have been received by the Customer three (3) business days after it was sent, if it was sent by mail or to an e-mail address and if same was delivered by hand or transmitted by facsimile, upon receipt of confirmation of delivery or transmittal, as relevant.