

## “EMNOTION” TERMS & CONDITIONS

**EMNOTION LTD, Number 515565810 (the “Company”)** welcomes you and thanks you for choosing to browse our website at: [www.emnotation.com](http://www.emnotation.com) and at: [www.emnotation.net](http://www.emnotation.net) (the “Website” or the “Site”).

**Emnotation** is an intelligent platform providing advanced solutions in the field of climate modeling (the “Platform” and/or the “Services”).

The Website was created with the main goal of providing a convenient platform for visitors and customers to purchase subscription to the Services (the “Subscription”), along with accessing information regarding the Subscription, the services on the website.

### **1. AGREEMENT TO TERMS:**

- 1.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the Site (“we”, “us” or “our”), concerning your access to and use of the Site as well as any other media form, media channel, mobile website or website related, linked, or otherwise connected thereto. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions (“**Terms and Conditions**”).
- 1.2. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change.
- 1.3. The Site is intended for users who are at least 18 years of age.

### **2. INTELLECTUAL PROPERTY RIGHTS:**

- 2.1. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, application, designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us.
- 2.2. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 2.3. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you

have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content and the Marks.

### **3. USER REPRESENTATIONS:**

- 3.1. By using the Site, you represent and warrant that: (1) Each and every use of the Site is for your own risk and responsibility; (2) all registration information you submit will be true, accurate, current, and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you have the legal capacity and you agree to comply with these Terms and Conditions; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.
- 3.2. We have the right to refuse any and all current or future use of the Site. Without Limiting the generality of the Foregoing, if you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to block your access and refuse any and all current or future use of the Site (or any portion thereof).

### **4. PROHIBITED ACTIVITIES:**

- 4.1. You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 4.2. As a user of the Site, you agree not to:
  - 4.2.1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
  - 4.2.2. make any unauthorized use of the Site, including collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email by automated means or under false pretenses;
  - 4.2.3. steal and/or copy and/or make any use of the designs and/or ideas of Services on the website;
  - 4.2.4. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
  - 4.2.5. trick, defraud, or mislead us and other users;
  - 4.2.6. make improper use of our support services or submit false reports of abuse or misconduct;

- 4.2.7. engage in any automated use of the Platform, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
  - 4.2.8. attempt to impersonate another person;
  - 4.2.9. use any information obtained from the Site in order to harass, abuse, or harm another person;
  - 4.2.10. use the Site as part of any effort to compete with us;
  - 4.2.11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
  - 4.2.12. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
  - 4.2.13. delete the copyright or other proprietary rights notice from any Content;
  - 4.2.14. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
  - 4.2.15. upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material, including use of spamming, that interferes the enjoyment of the Site;
  - 4.2.16. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
  - 4.2.17. use the Site in a manner inconsistent with any applicable laws or regulations.
- 4.3. Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

## **5. THIRD-PARTY CONTENT:**

- 5.1. The Site may contain (or you may be sent via the Site) links to other Sites ("**Third-Party Sites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Sites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Sites or any Third-Party Content does not imply approval or endorsement thereof by us.

- 5.2. Any purchases you make through Third-Party Sites will be through other sites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

**6. SITE MANAGEMENT:**

- 6.1. We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

**7. PERMISSION FOR DISTRIBUTION, PUBLICATIONS AND ADVERTISEMENT:**

- 7.1. Any user who leaves details on the site and is added to the site's mailing list, approves the use of their details for the purpose of receiving marketing information, updates and advertisements that the site will send from time to time.
- 7.2. A user who has provided such details will be subject to the mailing instructions detailed in the Terms and Conditions hereinafter.
- 7.3. It is prohibited to leave details of another person on the site without their consent and / or without their presence in front of the screen while leaving the details and without explaining all the Terms and Conditions to them.
- 7.4. When leaving details on the site, the user will be asked to provide personal information such as: first name, last name and an active e-mail address. Providing partial or incorrect information may prevent the user from using the site's services and prevent the site from making contact if necessary. In case of a change in any of the information provided by the user, the new information must be updated on the website.
- 7.5. It is clarified that there is no legal obligation to provide details on the site however without their submission it will not be possible to receive marketing content and updates from the site.
- 7.6. The site will not use the information provided except for in accordance with the site's privacy policy which is an integral part of this Terms and Conditions.
- 7.7. Leaving details on the site and consent to receive marketing content includes, among other things, receiving marketing content, promotions, updates and discounts offered to registered users.

- 7.8. Mailing approval (receiving of marketing content) as aforesaid, constitutes the user's consent to the submission of advertisements in accordance with the Communications Law (Bezeq and Broadcasting) (Amendment No. 40) - 2008 (the "**Communications Law**").
- 7.9. It is clarified that the user has the option to remove himself from the site's mailing list at any time by clicking on the button "Unsubscribe" that appears at the bottom of any e-mail sent by the site, or by emailing the site stating that they wish to be removed from the mailing list. As long as the user has not removed himself from the mailing list, the site may transfer direct mail to the user subject to the Communications Law.
- 7.10. Mailing information should not be construed as a promise of any outcome and / or warranty for the service offered therein.
- 7.11. Mailing as a whole, including all the information contained therein, is offered as is, and will be as accurate and correct as possible, however, the information may not be complete and technical or other errors in the information could happen.
- 7.12. The user confirms that he will not have any claim in connection with mailing advertisements and / or advertisements displayed on the website, including their location on the website. It is clarified that with regard to advertisements displayed under the auspices of a third party, the site has no interference in the selection of the advertisements displayed, the truth of their content and the order in which they appear.

## **8. COPYRIGHT INFRINGEMENTS:**

- 8.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below.

## **9. TERM AND TERMINATION:**

- 9.1. These Terms and Conditions shall remain in full force and effect while you use the Site. without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms and Conditions or of any applicable law or regulation. we may terminate your use or participation in the Site and any content or information that you posted at any time, without warning, in our sole discretion.

## **10. MODIFICATIONS AND INTERRUPTIONS:**

- 10.1. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site.

- 10.2. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.
- 10.3. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

## **11. SUBSCRIPTION AND PAYMENTS:**

- 11.1. In order to access to the Platform and the Services, you will be required to purchase Subscription on the Site at [www.emnotion.com](http://www.emnotion.com). The subscription will be renewed automatically every month until canceled by the customer's request.
- 11.2. Prices, availability, and other purchase terms are subject to change. The Site reserves the right without prior notice to discontinue or change specifications and prices on the Subscription and/or the Platform and services offered on and outside of the Site without incurring any obligation to you.
- 11.3. You are responsible for providing true, accurate, current, and complete information when purchase Subscription through the Site or otherwise. If you use the Site or other means to purchase, payment must be received prior to acceptance of an order. The Site may need to verify information you provide before accepts your order, and may cancel or limit your order any time after it has been placed.
- 11.4. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Subscription you have purchased, you agree that we may, at our option, suspend or terminate providing of order and may require you to pay any overdue amounts incurred (including third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.
- 11.5. Purchases Subscription through the Site may be subject to other terms and conditions that are presented to you at the time of purchase.
- 11.6. Upon completing the registration and purchase, the user will receive a username and personal password for a personal account on the Site at [www.emnotion.net](http://www.emnotion.net). The services and the access to the Platform will be provided through the Website pages, on the user's personal account.
- 11.7. By purchasing Subscription, you confirm that: (1) your account is personal; (2) you will be solely responsible for any actions or use made from your account; (3) you will not allow others access to your account; (4) the payment for the Subscription is personal, and the services are for personal use only.

- 11.8. We reserve the right to change, modify, or remove the Platform and the options on the Platform at any time or for any reason at our sole discretion without notice.

## **12. CANCELLATION POLICY:**

- 12.1. Request for cancellation of a subscription will be submitted to the Site by the customer in one of the ways stated at the bottom of this Terms and Conditions.
- 12.2. Cancellation and a refund of Subscription will be allowed at any time. The subscription will be terminated within 3 business days from the date the cancellation notice is received, for a cancellation fee of [REDACTED] NIS / \$.
- 12.3. Refunds will be credited to the original form of payment.
- 12.4. Refunds and cancellations will be approved after the customer receives a written message of approval from the Site.
- 12.5. The aforesaid above is subject to the Israeli Consumer Protection Law, 1981.

## **13. DISCLAIMER AND LIABILITY:**

- 13.1. THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMITTED BY LAW.
- 13.2. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE; (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY.
- 13.3. Users hereby confirm and declare that they are aware that the responsibility for the use of the Platform and services lies solely with the user.
- 13.4. The Services are provided solely for educational and enrichment purposes, and any action taken as a result thereof is the user's responsibility. The information and the Services should not be seen as a guarantee of any particular outcome. The user declares and understands that the Company cannot commit to achieving any returns or profits, and understands that financial loss may also occur.
- 13.5. It is hereby clarified that the Services do not constitute investment advice in accordance with the Israeli Regulation of Investment Advice, Investment Marketing, and Portfolio

Management Law, 1995. The Company does not hold a license for investment advice under the aforementioned law, and therefore does not provide investment advice. The responsibility for the customer's decision-making and reliance on the Services lies solely with the user, who must conduct a thorough examination before taking any action, as well as consult with qualified professional advisors.

- 13.6. The Services provided on the website should not be considered a substitute for obtaining financial advice and/or personal advice from a professional, and is not tailored to the specific circumstances of any particular case. It constitutes general information only, which does not constitute professional advice and/or a proposal for taking any action and/or a recommendation. Furthermore, the Services should not be regarded as any type of offer and/or advice for purchasing and/or selling and/or carrying out any financial action. Any action taken based on the information presented on the website and within the services is solely at the risk of the user taking the action.
- 13.7. Users will have no claim against the website, its administrators, or its representatives, and they will not be responsible, directly or indirectly, for any damage, property damage, or any other loss, resulting from receiving services from the website and/or using the Platform, even if the website cautioned, recommended, or advised on a specific matter or a specific service. In any case, the website will not serve as a substitute or bear the user's responsibility or the service recipient's responsibility. The user bears responsibility and all necessary risks for any damage caused to them or to third parties arising from the use of the Platform and the services.
- 13.8. The information appearing on the Site should be not construed as a promise of any result and/or responsibility for the activity of the Services sold on it. The Site will not be responsible for any damage, direct or indirect, which will be caused to the user as a result of relying on information appearing on the Site and/or links to other sites and/or any other source of internal and/or external information and/or use of Services displayed by Site.
- 13.9. The provision of Services is subject solely to the discretion of the Site, and the Site shall not be held responsible for any delay or failure in the provision of services resulting from force majeure, third parties, or events beyond its control. Such events may include but are not limited to communication problems, technical difficulties, internet network problems, email problems, war, strikes, shutdowns, acts of sabotage, disturbances to public order, acts or omissions of third parties or restrictions imposed by them, laws, regulations, orders, or other government instructions, security restrictions, epidemics, closures, or other circumstances beyond its control.



#### **14. GOVERNING LAW:**

- 14.1. These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of Israel applicable to agreements made and to be entirely performed within the State of Israel, without regard to its conflict of law principles.
- 14.2. Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted to the State of Israel, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenience.

#### **15. CORRECTIONS:**

- 15.1. There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

#### **16. MISCELLANEOUS:**

- 16.1. These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time.
- 16.2. If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

#### **17. CONTACT US:**

- 17.1. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us by:  
  
Address: 13 Haim Bar Lev Street, Ness Ziona, ISRAEL;  
  
Phone Number: 972(0)54-4963061;  
  
or Email: [Info@emnotation.com](mailto:Info@emnotation.com)

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