

Terms of Use of the WebWebsite and Privacy Policy

General

The user of the webWebsite (hereinafter: the “**WebWebsite**”) of Lapidot Group (hereinafter: “**Lapidot**”) consents to all Terms of Use specified hereinbelow, as well as any to Law applying to the Website and the use of the Website, and the fact of use of the Website constitutes the Website's visitor and/or user's consent to all Terms of Use of the Website, including all Sections thereof and Annexes thereto, including the Privacy Policy specified therein, as well as to all provisions and terms specified therein, as well as their undertaking to act in accordance with such.

The Website provides a large amount of information and content, among other things concerning Lapidot and/or companies of the Lapidot Group and/or the services provided by them (hereinafter: the “**Website's Content**”). The Website's Content is presented to the user As Is, and Lapidot and/or members of the Lapidot Group shall bear no responsibility for the adjustment thereof to the user's needs and/or purposes, and shall bear no liability with regards to any use made of the Website by the user, whether directly or indirectly.

The titles of the Sections of the Terms of Use are intended for the purpose of convenience only, and shall not be used for interpretation, or for any other purpose.

The contents of this document hereinabove and hereinbelow are written in the masculine form for purposes of convenience only, and all content written in this manner refers both to women and men alike.

Terms of Use of the Website

The Website is owned by Lapidot Group and/or members of the Lapidot Group only.

The Website is intended to present general information to the users' knowledge with regards to Lapidot and/or companies of the Lapidot Group and/or the products marketed by which and/or their various fields of activity, and in addition to allow Lapidot's customers to place orders of Lapidot's products. The contents of the Website may include advertising information. All information and data detailed in this Website are intended for general knowledge and enrichment only, and are not intended to replace the contents of the patient information leaflet and/or the manufacturer's instructions for use.

It is clarified that any and all information etc. featured on the Website is intended to serve as a general information resource, and is provided to the user “as is” and “subject to availability.”

Lapidot does not provide medical or professional services or medical or professional advice through the Website, and the information provided is not intended to replace medical advice by a medical professional. If you are interested in such services or advice, or if you have need of them, you should consult a professional health care provider. The publication of any content and/or information on the Website shall not be construed as support by Lapidot of the opinions expressed therein, or as recommendation for any treatment and/or action and/or use of any drug or preparation and/or product. The contents of the Website do not constitute any substitute for medical advice, diagnosis, or professional treatment, and do replace them.

The Website user is not permitted to copy, restore, change, process, translate, distribute, broadcast, present, perform, reproduce, publish, or store the contents of the Website, whether fully or in part. Any content featured on the Website is subject to copyrights, and any use thereof, including the copying and/or presentation and/or publication etc. thereof, whether for the purpose of commercial or private needs, is strictly forbidden.

It is forbidden to make any illegal use of the Website and/or through it and/or through its contents.

The existence of links to other websites in the Website does not constitute any guarantee of the contents of such websites and/or shall not be construed to place any liability with Lapidot and/or any person on its behalf.

It is forbidden to link between this Website and any other website, except upon Lapidot's consent, and it is certainly also forbidden to make any commercial use of any link to this Website and/or any of its contents.

Placing Orders on the Website: Initial login with a Password for the Purpose of Information Security

Lapidot allows its customers, with whom it has a master agreement, to place orders for a variety of products marketed by Lapidot, through the ordering system on the Website.

The placement of orders shall only be available to customers who registered to Lapidot's system and approved this Policy. Registration to the Website shall be performed using an email address and an entry code. Registration is intended for the purpose of efficient and orderly management of the ordering system, and no use shall be made of the details provided therein other for the

performance of orders and the processing thereof by Lapidot, except if the customer has agreed otherwise in writing.

In order to receive the service, you must be a legal adult, and therefore, upon registering to the Website, you declare to Lapidot that you are considered a legal adult at your place of residence.

It is hereby clarified that the orders placed by the user on the Website are requests to receive proposals from Lapidot only, and shall not be binding to Lapidot, which shall have the right to approve or not to approve the orders, in accordance with its exclusive discretion.

Only a confirmation sent to the Website user by Lapidot, confirming the receipt of the order, shall be binding to Lapidot with respect to the provision of the products specified in such order.

It is hereby clarified that the receipt of the order and the provision of the products specified therein, is dependent upon Lapidot's existing inventory on the date of the collection of the order, and not on the date of the placement of the order by the Customer, and therefore the order confirmation cannot be performed on the Website. By consenting to this Policy, the Customer confirms that they are aware and agree that the confirmation and receipt of the order shall be made within a reasonable period of time, considering the type of products ordered and the quantity thereof.

In the event that any certain product is not found in Lapidot's inventory at the time of collection, and/or is not found in the amount ordered by the user, then Lapidot shall notify the user with regards to such through its customer service, and shall offer them the amount existing in the inventory at such time and/or shall let them know when an inventory of products as aforesaid is expected to arrive. The user shall notify Lapidot within 24 hours, through the system and/or by telephone call to the customer service center, whether they would like Lapidot to provide the products existing in the inventory as aforesaid and/or if they wish to wait until such date as the products arrive.

The user shall be solely responsible for providing the details of the order, and the accuracy thereof. Lapidot shall not bear any damage of any sort, caused due to any error by the user during the placement of the order.

The products' supply and payment terms are in accordance with terms of the master agreements between Lapidot and the user.

The images featured on the Website are for the purposes of illustration only.

The prices shown on the Website exclude VAT.

In the event of a purchase in an amount lower than ILS 100, the order shall be added with a cost of ILS 15 as shipping fees.

Except if determined otherwise in the master agreement between the Parties, the user undertakes to inspect the product immediately upon its receipt, and to report to Lapidot of any defect and/or discrepancy with regards to the order within 48 hours of the receipt of the product. Following such report, the user shall be responsible to send the defected/discrepant product to Lapidot within the following 7 business days. Following 48 hours of the date of the receipt of the product, Lapidot shall only accept reports of hidden defects which could not have been detected in a reasonable visual examination of the product.

The replacement of a defected product as aforesaid in Section 6.12 hereinabove shall only be permitted while the product and its packaging are complete and original, unopened and unused in any way.

The replacement/return of products ordered from abroad by special order for the user, shall not be permitted.

The replacement of products due to customer dissatisfaction shall not be permitted. The user shall be responsible to ensure the suitability of the product to his needs prior to the placement of any order.

The performance of purchases through the Website shall not be construed to place any liability with Lapidot not included as part of the master agreements and/or applicable to it by Law.

The owner of the products shall be Lapidot at any time until payment is made for them in full and in a timely manner. Lapidot shall have the right to demand reports from the user as concerning the state of the products and/or to perform inspections and/or audits on its own behalf at the user's premises in order to make sure the products are duly kept in accordance with the requirements of the manufacturer and/or the Law. In case of any failure to make a payment upon the date agreed by the Parties, Lapidot shall have the right to demand the immediate return of the products to its possession, including the right to enter the user's premises and demand the return of its products to its possession.

Lapidot shall have the right to discontinue the service at any time, for the purpose of updating the Website and/or for the performance of adjustments and/or technical and maintenance works on the Website.

Lapidot shall have the right to refuse service and/or to block Website users at any time, with respect to users abusing the order placement service on the Website and/or in the event that a user has made a material breach of the terms of the frame agreement with Lapidot.

Liability Limitation

Lapidot and/or members of the Lapidot Group reserve their right to perform any change in the Website and/or the Terms of Use of the Website and/or the contents featured on the Website and/or the Website's ordering system, in accordance with its exclusive discretion, including changes to the Terms of Use thereof and/or the pricing of the products and/or special offers and/or benefits and/or discounts published and/or to be published on the Website, and any such information of any kind created by them and/or by other users, at any time, in accordance with their discretion and without any notice in advance and/or following such changes. Any amendment to the Terms of Use shall enter into force immediately upon its publication on the Website, and shall bind the Website user upon the continuation of their use of the Website.

It is clarified that Lapidot and/or members of the Lapidot Group may discontinue and/or change, at any time, any price, special offer, discount, or benefit, and all in accordance with their exclusive discretion, even if such has not yet been removed and/or changed on the Website.

Lapidot and/or members of the Lapidot Group reserve their exclusive right to discontinue the operation of the Website, fully or in part, and/or to remove the Website and/or to block it from browsing at any time according to their discretion and without any notice, either in advance and/or following such.

Lapidot and/or members of the Lapidot Group and/or the Website's operators on their behalf reserve the right to delete and/or edit and/or exclude contents in contradiction with the Terms of Use of the Website and/or Lapidot's regulations and/or the regulations of members of the Lapidot Group, and in addition to permit or forbid users from accessing the Website, and all at any time and in accordance with their exclusive discretion.

Lapidot shall not bear any damages, whether direct or indirect, and/or loss and/or harm caused as a result of browsing the Website and/or the use of information featured on the Website and/or any inability to use the Website and/or with regards to any errors and/or exclusions and/or the information featured on the Website and/or the use of links featured on the Website.

Proprietary Rights

All proprietary rights of Lapidot and/or members of the Lapidot Group featured on the Website and within the Website's contents, and any corresponding or derivative right with respect to such intellectual property are exclusively reserved by Lapidot and/or members of the Lapidot Group, and any use thereof is strictly prohibited. In addition, the contents of the Website, including the trademarks and/or commercial names and/or images and/or products featured on the Website are protected by Law, and any violating use, including the copying and/or reproduction and/or change and/or injury to copyrights and/or proprietary rights thereof, are strictly forbidden and may incur lawsuits and the imposition of compensation and/or remedies in accordance with the Law.

The Website user hereby undertakes to reimburse Lapidot and/or members of the Lapidot Group and/or any person on their behalf with respect to any damages, payment, or expense caused to Lapidot and/or members of the Lapidot Group, whether directly or indirectly, including injury to reputation, financial and/or commercial injury, counsel fees and legal fees, with respect to any claim, demand and/or suit raised against Lapidot and/or against members of the Lapidot Group as a result of the misuse and/or illegal use of the Website and/or the Website's Content by the user.

Privacy Statement and Use of "Cookies"

This Privacy Statement is integrated with the Terms of Use, constitutes an inseparable part thereof, and applies to all service activities provided by Lapidot and/or members of the Lapidot Group and/or any person on their behalf on the Website and/or by the Website, directly and indirectly. If you do not consent to any part of the Terms of Use in general, and this Privacy Statement in particular, please refrain from using the services provided on the Website. By joining such services on the Website, you are in fact expressly consenting to the collection of all information specified in this Statement about you and your use of the Website, including personal information and/or sensitive information and/or use data, and so on, and in addition you are providing your express consent to the use of such information and your contact details for the purpose of mailing advertising material relating to identical and/or similar and/or other products and/or services marketed by Lapidot, purchased by you, and/or with regards to which you have expressed interest on the Website, as well as the use of your information for the purpose of the provision of customer service, sales management, research and statistics,

improvement and streamlining of the Website, as well as any other actions performed by Lapidot.

As concerning the use of information for the purpose of mailing advertising material and marketing messages, the user declares and approves that by using the Website, and subject to the provision of his details, they provide their full consent to receive direct mailing and marketing messages from Lapidot, which shall have the right to send them advertising material and marketing content by email and/or other communication means that the user has provided. It is clarified that the user shall have the right to cancel Lapidot's mailings to them through the various communication means, at any time, by contacting Lapidot's customer service center, and also by removal of the same method in which such mailing was sent.

While using the Website, we use "cookies," which are text files sent by the user's browser per an order, to Lapidot's computers. The use of "cookies" is made to improve personalized user experience and the provision of relevant content to the user, and all, among other things, through "cookies" linked to identifiable data provided by the user during registration to the Website. By using the Website, the user expressly consents to such use of "cookies" and similar technologies by Lapidot and/or members of the Lapidot Group and/or any person on their behalf. In the event that you do not wish to accept "cookies," you may change your browser preferences at any time. However, please be aware that blocking cookies may bar you from using some of the services of the Website.

The user hereby declares and undertakes that all information provided by them while using the Website and/or during registration to the Website is truthful, and that they know that the information shared and/or collected will be maintained in Lapidot's database in accordance with the Law.

Lapidot shall have the right to amend its Privacy Policy specified herein, from time to time and in accordance with its discretion.

Lapidot makes efforts to maintain the information provided to it by the user and collected by it as part of the use of the Website; however, it is unable to guarantee information security, and that its services are completely immune to unauthorized access to the information or the contents stored therein, and cannot guarantee the security of the information broadcast online, and shall not be held liable with respect to any damage, whether direct and/or indirect, caused or claimed to be caused to the user as a result of any penetration and/or hack and/or any damage

caused due to use of the Website and/or the content thereof and/or the services offered therein, by the Website user or any person on their behalf.

Pursuant to the Protection of Privacy Law, 5741-1981, the user may view their information as maintained in Lapidot's databases. In the event that you are interested in doing so, you may contact Lapidot's customer service center in writing.

Jurisdiction

Israeli Law shall apply exclusively to and with regards to any use of the Website and/or the Terms of Use thereof, and the competent Courts in Tel Aviv-Jaffa shall have sole and exclusive jurisdiction with regards to the Website and/or the use thereof and/or the Terms of Use thereof and/or any other matter related to the benefits provided therein and/or any other matter, whether directly or indirectly, and no other Court shall have jurisdiction with regards to such.

In the event that any competent judicial forum stipulates that any term of the Terms of Use is void and/or unenforceable, this shall not be construed to injure any of the other Terms of Use of the Website.

Miscellaneous

Lapidot's records shall constitute crucial evidence with regards to any matter related to the use of the Website, including with regards to the provision and/or reception and/or processing of data and/or details, and no claim shall be made with regards to such with respect to the truthfulness and/or accuracy of such data and/or details.

These Terms of Use comprise the full agreement between you and Lapidot and/or members of the Lapidot Group as concerning the manner of use of the Website, and replace any other understanding and/or agreement, whether verbal or in writing, concerning the use of the Website and contents thereof.