

# TERMS OF USE

Please read these Terms of Use (the “Terms”) carefully before using the Website. If you do not agree to any of the provisions in these Terms, please do not use the Website.

The content and materials appearing on the Website are provided for general informational purposes only and do not constitute, nor should be relied upon as, legal or other professional advice.

## General

- This Website, including its contents and materials (the “Website”) is owned and operated by S. Horowitz & Co. (“SH”).
- Any browsing, visiting, downloading, uploading of information or any other act or use in connection with the Website (“Use”) is subject to the provisions of these Terms, and to the provisions of the Website’s privacy policy, available here: <https://s-horowitz.com/privacy-policy/> (the “Privacy Policy”), as amended from time to time.
- If you do not agree to any of these Terms, or to any of the terms of the Privacy Policy, please do not use the Website.
- You declare that you are at least 18 years of age or that you Use the Website with the permission of a parent or guardian who has agreed to all of the provisions of these Terms.
- The most updated version of the Terms is displayed on the Website. SH may revise these Terms at any time by updating this posting. You should visit this page periodically to review the Terms.
- These Terms were last updated on May 2020.

## Disclaimers and Limitation of Liability

- Use of the Website does not, under any circumstances, create an attorney-client relationship between SH and you.
- The content and materials appearing on the Website are provided for general informational purposes only and do not constitute, nor should be relied upon as, legal or other professional advice or as a substitute therefor. No warranty or representation is made as to the accuracy or completeness of such content and materials. You should obtain specific legal advice on any matter which concerns

you. In any case, you should not send SH any confidential information through the Website.

- The content and materials appearing on the Website, unless otherwise stated, are the sole property of SH and we accept no responsibility for any consequences arising from any use made of, or any reliance on, the information contained on the Website.
- The Website contains links to third party websites, including social networks. These links are provided for convenience only, and do not imply affiliation with, sponsorship of, or endorsement by SH, and SH does not accept any responsibility for the content and operation of any linked website or social media network, and you should read the terms of use and privacy policies of these websites.
- SH may, at any time, without notice, limit the availability, modify, change or discontinue, interrupt the operation of or access to the Website or any portion thereof, as it shall consider necessary, including in order to perform routine or non-routine maintenance, error correction or other changes.
- While using the Website you may suffer damage or loss of any kind as a result of interruptions, malfunctions, disruptions, delays, a decline in quality, a decline in condition, damage to service speed, damage to the manner of service, loss of communications, loss of information, damage to the processing of operations on the Website, theft of information from the Website or the disclosure of information contained on the Website by third parties, including where such damage or loss of any kind is caused by third parties. SH shall not be held liable for any damage or loss of any kind caused to you as a result of these risks.

## Intellectual Property

- All rights in and to the Website and all materials on the Website, including without limitation all pages, components, parts or elements thereof and all texts, photos, graphics, logos, trade names, visual interfaces, layouts, compilations, domains and computer codes (including source or object codes) (collectively – “Proprietary Content”), are and shall remain the exclusive property of SH or a third party which authorised SH to make use thereof, and are protected, inter alia, by Intellectual Property Rights in Israel and other states worldwide. “Intellectual Property Rights” means any and all rights existing from time to time under copyright law, trademark law, patent law and any and all other proprietary rights now or hereafter in force and effect worldwide.

- Nothing herein gives you any right, title or interest in the Website or the Proprietary Content therein and you shall not acquire any such right, title or interest through your use of the Website. You may, however, download, print and temporarily store, for your own personal use only, the pages appearing on the Website. You hereby consent to refrain from any commercial use of the Website or the Proprietary Content or any portion thereof. You may not otherwise reproduce, copy, frame, alter, retransmit, publish, display, otherwise disseminate or permanently store any Proprietary Content without the prior written consent of SH.

## Data Security

- SH implements security measures to protect and secure the Website and the information contained or displayed on the Website, including precautions to preserve the confidentiality of the information. However, SH does not guarantee or warrant that the Website is fully protected against attacks or penetrations to its computers or systems or unlawful disclosure of stored information. In the event that a third party performs any such action and accesses information stored by SH or misuses it (including, by unlawfully disclosing it), you shall not have any claim, suit, demand or action against SH and SH shall not be liable for any damage or loss of any kind caused to you as a result.
- SH shall not be liable for any damage or loss of any kind caused to you, if any information provided by you is lost, disclosed to an unauthorized third party, or used without permission.
- Using the Website or its associated sites may expose you to the dangers of using the Internet, including: hacking, attacks, penetration, viruses, malware, and the like. It is recommended that you install adequate protection and security software before any Use of the Website.

## Code of Conduct

- While using the Website, you agree not to:
  - Make any commercial use of the Website and/or exploit the Website in any manner for commercial purposes.
  - Act or attempt to act in any manner that may harm other users of the Website and/or their privacy.
  - Act or attempt to act in any manner that may damage the Website and/or SH and/or any third party, or may infringe any Intellectual Property Rights of SH and/or third parties.

- Perform any action aimed at introducing viruses and/or worms and/or any other malicious code or computer software (including hostile software such as vandals, malicious applications, Trojans, etc.) to the Website and/or to SH's computers, and/or to any server, computer, software or other hardware.
- Display the Website in a "frame", hidden or visible.
- Violate the abovementioned rules of conduct and/or any law or regulation, violate the letter or spirit of these Terms or Privacy Policy or otherwise create risk or possible legal exposure for SH or any third parties..
- SH may fully enforce its legal rights, in case of any violation of the abovementioned rules of conduct or any law, regulation, or these Terms, including, inter alia, demanding compensation, indemnification, or offsetting any amount, and take any other means at its disposal in accordance with the law.
- You undertake to indemnify SH, its employees, service providers and any third party for any injury, loss, damage, payment or expense, incurred by any of them or a third party, as a result of your violation of any of the provisions of these Terms.

## Governing Law

- These Terms shall be governed and construed in all respects by the laws of the State of Israel (and not by any other laws). You agree that any dispute arising from these Terms or in connection with the Website will be determined by the exclusive jurisdiction of the competent court in the District of Tel Aviv-Jaffa.

## Contact Information

- If you have any questions or comments about the Website or these Terms, you may contact us: By Phone: +972 3 567 0700, By Email: [info@s-horowitz.com](mailto:info@s-horowitz.com), By Post: 31 Ahad Ha'am Street, Tel Aviv 6520204, Israel P.O.B. 2499, Tel Aviv 6102402