



WAY2VAT TERMS OF USE

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These Terms of Use (these “**Terms**”) govern your relationship with Way2Vat Ltd. and its subsidiaries and affiliates (collectively “**Way2Vat**” or “**we**”) and set forth the terms and conditions under which Way2Vat makes available its website (“**Website**”), and/or the services available through the Website (“**Services**”), to each person (“**you**” or “**User**”) accessing or using the Website or the Services.

By using the Website and the Services, you agree to be bound by these Terms as may be amended from time to time. Please read these Terms carefully and visit this page regularly for updates and changes. If you do not agree to be bound by these Terms, you should discontinue use of the Services and the Website. As long as you do not cease using any of the Services or the Website, you will be conclusively deemed to have accepted these Terms.

For information on how we collect, use and share personal data, please see our Privacy Notice, available at: [Privacy Policy](#). **THE PRIVACY NOTICE IS AN INTEGRAL PART OF OUR TERMS OF USE. YOU MAY NOT USE THE WEBSITE OR SERVICES IF YOU DISAGREE WITH THE PROVISIONS OF THE PRIVACY NOTICE.**

By submitting information through the Website you warrant that any information provided by you is complete, truthful and accurate in all respects.

1. OWNERSHIP OF IP

- 1.1. Certain content and information provided on and through the Website and/or Services, including, without limitation, any of our logos, trademarks, graphics, designs, information, texts, images, software, data and other material displayed, available or present on the Website and/or Services (the “**Content**”), are the copyrighted and/or trademarked work of Way2Vat and/or its affiliates and/or licensors.
- 1.2. Way2Vat retains all rights, including any intellectual property rights, in the Content. Except as expressly permitted in these Terms, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Content in any manner.

2. RESTRICTED USES

In connection with your use of the Website, and without limiting any other obligations under these Terms or applicable law, User shall not, and shall not permit others to:

- 2.1. Modify the Website and/or Services, or decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to disrupt the Website and/or Services, servers or networks connected to the Website or the Services, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Website and/or the Services in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website or the Services;
 - 2.2. Sell, distribute, copy, duplicate, or otherwise reproduce all or any part of the Website and/or Services;
 - 2.3. Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Website, Services, technology or any software thereto;
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- 2.4. Create a database by systematically downloading and storing all or any content from the Website or the Services;
- 2.5. Use the Website and/or Services for any illegal, immoral or unauthorized purpose, encourage criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- 2.6. Use the Website and/or Services in a manner which infringes another person's rights in any way, including privacy rights, any manner which is harassing, or otherwise offensive.
- 2.7. Use the Website and/or Services in a way that infringes or violates these Terms, or any applicable law.

3. WARRANTY DISCLAIMERS

- 3.1. USER ACKNOWLEDGES AND AGREES THAT THE WEBSITE AND THE SERVICES, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," ARE USED ONLY AT USER'S SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 3.2. Way2Vat disclaims all warranties, express or implied, of any kind, regarding the Website or the Services (including any content, information, software, and links), including any implied warranties as to fitness for a particular purpose, merchantability, title, non-infringement, results, accuracy, completeness, accessibility, compatibility, suitability, reliability, availability, timeliness, quality, or lack of viruses. If applicable law does not allow the exclusion of some or all of the above implied warranties to apply to you, the above exclusions will apply to user to the fullest extent permitted by applicable law.

4. LIMITATIONS ON LIABILITY AND REMEDIES

- 4.1. The User assumes full, exclusive and sole responsibility for the use of and reliance on the Services, and acknowledge that any use of or reliance on the Services is made entirely at the User's own risk.
 - 4.2. WAY2VAT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH WAY2VAT IS TO DISCONTINUE YOUR USE OF THE SERVICES. WAY2VAT AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE WEBSITE AND/OR SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR OPPORTUNITIES, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WAY2VAT HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, WAY2VAT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. USER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, WAY2VAT WOULD NOT BE ABLE TO OFFER THE WEBSITE OR THE SERVICES.
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5. MISCELLANEOUS

- 5.1. Way2Vat reserves the right, at any time and from time to time, without being obligated to provide prior notice, to modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or User's access thereto, and to modify, suspend or terminate the Website or any part thereof, at its sole discretion. You will have no claim, complaint or demand against Way2Vat for applying such changes or for failures incidental to such changes.
- 5.2. **Severability.** If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.
- 5.3. **Assignment.** Way2Vat may assign these Terms at any time to the successor in interest in connection with a merger, consolidation or other corporate reorganization.
- 5.4. **Choice of Law.** The Website, Services and these Terms and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Israel. You agree that all such disputes shall be brought exclusively in the appropriate courts of Tel Aviv, Israel.
