

Terms of Service

Last Updated July 2022

Welcome to www.ox.security (together with its subdomains, Content, Marks and Services, the “Site”). Please read the following Terms of Service carefully before using the Site or Services (as defined below) so that you are aware of your legal rights and obligations with respect to OX Appsec Security Ltd. and its affiliates (“OX”, “we”, “our” or “us”).

By accessing or using the Site and accessing to the software applications provided by OX (the “Software”) to you under this Agreement (the “Services”), you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Service, together with the Privacy Policy (this “Agreement”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement, please do not access or use the Site.

If you register for a free trial, evaluation or free Services, the applicable provisions of this Agreement also govern your access to such Services.

We periodically update the terms of this Agreement. If you have an active OX account, we will notify you of updates via an email or a notification on the OX platform. Unless the notice states otherwise, the updated terms of this Agreement will become effective and binding on the next business day after it is posted.

“You” means you are accepting this Agreement on behalf of an entity you represent, or you are accepting the terms on behalf of yourself, individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement, and you agree to this Agreement on behalf of that entity. If you do not have such authority, are under 18 years of age, or do not agree to the terms set forth in this Agreement, you must not use the Services.

Provision of services

- Subject to your compliance with the terms of this Agreement, we will provide you with worldwide, royalty-free, non-exclusive, non-transferrable, non-sublicensable, revocable license to access and use the Services and/or the Site during the Term solely for your internal business operations in accordance with your subscription allocation (as further described below).
- If you have a paid subscription, this Agreement shall remain in effect until terminated by either you or us providing the other with notice of termination (the “Term”). If you are on a free plan, “the Term” is the period commencing on your acceptance of this Agreement

and ending when either we or you terminate this Agreement as set out in the Termination section below.

- This Agreement will apply to any new service, feature, or functionality which we may introduce from time to time.

Your order and subscription allocation

If you have a paid subscription, you shall ensure that the maximum number of developers shall not exceed your allocation. You may purchase additional subscriptions by notifying us and paying additional fees. We may track the number of developers to verify that you are paying for the correct number of subscriptions and invoice you for any additional fees due.

Payment

If you choose a paid-subscription plan, you agree to pay us fees in accordance with the relevant pricing plan, as set out in <https://www.ox.security/pricing> plus VAT. We reserve the right not to provide you with the Services until the relevant fee has been received in full and cleared funds. We also reserve the right to change our fees or payment plans at any time. If you do not agree to such change, you must ask us to delete your account via email to unsubscribe@ox.security.

Your use of the services and restrictions

- In order to use some of the Services and/or the Site, you may have to create an account (“Account”). You agree not to create an Account for anyone else or use the account of another without his or her permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify OX immediately of any breach of security or unauthorized use of your Account. As between you and OX, you are solely responsible and liable for the activity that occurs in connection with your Account.
- You shall prevent unauthorized access or use of the Services and in the event of a breach, you will notify us immediately.
- You may not, except to the extent expressly permitted under this Agreement, (i) attempt to copy, modify, duplicate, create derivative works; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any

part of the Software; (iii) access all or any part of the Services in order to build a product or service which competes with the Services; or (iv) access without authority, interfere with, manipulate, damage or disrupt all or any part of the Services or any equipment or network owned or used by any third party, or assist any third party in doing such acts.

Your data and privacy

For the purposes of providing the Services or your access to the Site, OX may collect, process and store certain data concerning your users and developers and any information relating to an identified or identifiable natural person, in accordance with our [Privacy Policy](#). You agree that we may use personal information that you provide or make available to us in accordance with our Privacy Policy.

Our responsibilities to you

- OX will have no obligations to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than OX or OX's duly authorized contractors or agents. Your sole remedy and our only obligations to you if the Services do not conform with the foregoing undertaking is for us to (at our expense), use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance.
- You acknowledge and agree that: (i) the Services will evolve over time and that functionality may be added and removed from time to time; and (ii) OX is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet.
- You also agree that (i) You assume sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use; (ii) a recommended remediation will not break the functionality of your code or will not result in the introduction of new issues; and (iii) it is your responsibility to assess the impact of the remediation before applying it. Remediations are provided for general information only, and have not been made with your particular requirements in mind. It is therefore not intended to amount to advice on which you should solely rely.

Warranty disclaimers

This Section applies whether or not the Services provided are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

EXCEPT AS OTHERWISE STATED HEREIN, THE SERVICES AND THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. OX DOES NOT GUARANTEE THAT THE SERVICES AND/OR SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SERVICES AND/OR SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT OX WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SERVICES AND/OR SITE.

OX DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.

YOU SPECIFICALLY ACKNOWLEDGE THAT OX SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT OX IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. OX RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, OX DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SERVICES AND/OR THE SITE.

Intellectual property rights

OX and/or its licensors owns all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights (“Intellectual Property Rights”) in the Services and Software and except as expressly stated herein, OX does not grant to you any rights to, or in, such Intellectual Property. If you create any derivative works or developments based on OX Intellectual Property Rights, you agree to assign to OX all ownership rights and title to such developments.

Content and Marks. The: (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the “Materials”); (ii) and User Submissions, as defined below (together with the Materials, the “Content”); and (iii) the trademarks, service marks and logos contained therein (“Marks”), are the property of OX and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “OX”, the OX logo, and other marks are Marks of OX or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content. Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

User submissions

Responsibility. The Site may permit the submission, hosting, sharing and publishing of Content by you and other users (“User Submissions”). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions) at any time and for any reason.

Ownership. You represent and warrant that you own or have the necessary rights and permissions to use and authorize OX to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. “Intellectual Property Rights” means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

License to User Submissions. By submitting the User Submissions to OX, you hereby grant OX a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Site and OX's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, all in accordance with these Terms.

Prohibited Content. You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.

Exposure. You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that OX is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against OX with respect to (i) and (ii) herein.

Spam. You agree not to, and will not, use the communications systems provided by the Site to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.

Confidentiality

- We each may be given access to non-public information (however recorded or preserved) disclosed by a party to the other party after the date of this agreement, including but not limited to any information that would be regarded as confidential by a reasonable business person ("Confidential Information") from the other party in order to perform our respective obligations under this Agreement. Confidential Information does not include information that: (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party, which

independent development can be shown by written evidence; (v) or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- The obligations of confidentiality and non-use in this Section shall survive termination of this Agreement.

Indemnification

You will defend, indemnify and hold harmless OX and our affiliates, , and our respective officers, directors, employees and agents, from and against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) your use of, or inability to use, the Services and/or the Site; (ii) your User Submissions; (iii) your interaction with any Site and/or Services user; or (iv) your violation of this Agreement.

Limitation of liability

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THIS AGREEMENT OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES, EVEN IF OX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF OX FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT OR OUT OF YOUR USE OF, OR INABILITY TO

USE, THE SITE AND/OR THE SERVICES EXCEED, THE GREATER OF, THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO OX FOR USING THE SITE AND/OR SERVICES DURING THE 12 MONTHS PRIOR TO BRINGING THE CLAIM OR USD 200.

Termination

- If you do not have a paid subscription to the Services, we may suspend, limit, or terminate the Services and terminate this Agreement for any reason at any time without notice, and you may terminate this Agreement at any time by deleting your account by means of the Service, or asking us to do so via email to support@ox.security. If you have a paid subscription to the Services, you or we may terminate by giving thirty (30) days' notice before the end of the then current Term via email to support@ox.security.
- Without affecting any other right or remedy available to us, we may terminate this agreement with immediate effect by giving written notice to you if you commit a material or persistent breach of this Agreement.
- On termination of this Agreement: (i) the rights granted to you under this Agreement shall immediately terminate; and (ii) immediately uninstall, delete or remove from all computer equipment in your possession or control, and destroy or return to OX all copies of, any software used in the provision of the Services;
- Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

Severance

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Entire agreement

This Agreement contains the entire agreement of the parties with respect to the Services, and there are no other promises or conditions in any other agreements, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to those Services provided under this Agreement.

Assignment

You may not assign or transfer this Agreement or any rights or obligations hereunder without our prior written consent. OX may assign this Agreement without restriction in connection with a merger transaction, change of control, sale of all or substantially all of assets, or any similar transaction of OX.

No partnership or agency

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

No third party beneficiaries

There are no third party beneficiaries under this Agreement.

Legal notices

To contact us for technical issues, please email support@ox.security. For legal notices, please contact legal@ox.security. A notice sent by email shall be deemed to have been received at the time of transmission.

Law and jurisdiction

This Agreement is governed and interpreted in accordance with the laws of the State of Israel, without regard to conflict of law principles. Any action arising out of or in any way connected with this Agreement shall be brought exclusively to the applicable courts of Tel-Aviv, except for our right to apply to any court of a competent jurisdiction, no matter where such court is located, for a temporary restraining order, preliminary injunction or other equitable relief.