



Profisea – Terms of Use

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Profisea Labs Ltd. (“**Profisea**”, “**we**”, “**our**”, “**Company**”) welcomes you (the “**User(s)**”, or “**you**”) to our data SaaS based database management solution (the “**Platform**”) and our relevant landing page which allows registration and access to the Platform (the “**Site**”). Each of the Platform's Users may use the Platform and the Site in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Platform and/or Site, you acknowledge that you have read and understood the following terms of service, including the terms of our [Privacy Policy](#) at the address Privacy Policy | Profisea Labs (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Platform and/or Site, and you acknowledge that these Terms constitute a binding and enforceable legal contract between Profisea and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE PLATFORM AND/OR THE SITE IN ANY MANNER.**

The Platform and Site are available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization) and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms on your and your organization's behalf and to form a binding agreement under any applicable law, to use the Platform and/or Site in accordance with these Terms, and to fully perform your obligations hereunder.

For the avoidance of doubt, any act or omission performed by you in connection with the Platform and/or the Site shall obligate your organization.

2. The Platform and the Services

The Platform is intended to allow Users to integrate existing databases which reside on third parties' cloud infrastructure accounts, such as AWS (the “**Third Party Service(s)**” and “**Databases**”, respectively), and to manage such Databases through the Platform.

Amongst other functionalities, the Platform allows Users to manage the Databases, view certain technical information relating to the Database and their infrastructure, manage “spot” servers, view dedicated maps of the Databases’ architecture, migrate data between servers, control and shutdown certain servers and infrastructure features, reduce operating costs, etc. Please note that we do not guarantee that all Third-Party Services will be supported via the Platform.

The Site provides information relating to the Platform and allows Users to sign-up and access the Platform.

The Platform and Site include, inter-alia, content such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Platform and Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Platform (collectively, the “**Content**”).

(collectively, the "Service(s)")

WE MAY PROVIDE CERTAIN FEATURES OF THE PLATFORM, WHICH ARE IN THEIR ALPHA OR BETA VERSIONS AND ARE UNDERGOING ADDITIONAL DEVELOPMENT AND TESTING EFFORTS. THEREFORE, SUCH FEATURES MAY SUFFER DISRUPTIONS, MAY CONTAIN BUGS AND MAY NOT OPERATE AS DESIGNATED OR INTENDED. WITHOUT DEROGATING FROM THE GENERALITY OF THESE TERMS, PLEASE NOTE THAT SUCH FEATURES ARE PROVIDED ON AN “AS-IS” BASIS AND PROFISEA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT THERETO, AND THAT YOUR USE OF SUCH FEATURES IS AT YOUR OWN RISK AND CONSTITUTES YOUR AGREEMENT TO PARTICIPATE IN THE TESTING OF SUCH FEATURES.

THE OPERATION OF THE PLATFORM IS DEPENDENT ON INTEGRATION WITH THIRD PARTY SERVICES, AND AS SUCH PROFISEA CANNOT GUARANTEE THAT SUCH INTEGRATION WILL BE ERROR FREE AND THAT ANY INFORMATION DERIVED FROM OR SENT TO SUCH THIRD PARTY SERVICES AND/OR ANY ACTION TAKEN BY THE USER IN CONNECTION WITH ANY THIRD PARTY SERVICE WILL BE ACCURATE OR ERROR FREE.

PROFISEA DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE PLATFORM OR ANY INFORMATION AVAILABLE THROUGH THE SERVICE. ANY INTEGRATION WITH THIRD PARTY SERVICES IS ENTIRELY AT YOUR OWN RISK.

FOR THE AVOIDANCE OF DOUBT: USE OF THE PLATFORM MAY AFFECT THE THIRD PARTY SERVICES AND DATABASES YOU INTEGRATE WITH THE PLATFORM (i.e., YOUR CLOUD INFRASTRUCTURE) AND THEIR FUNCTIONALITY. BY ACCEPTING THESE TERMS AND PROVIDING INSTRUCTIONS TO THE PLATFORM, OR BY USING ANY FUNCTIONALITY OF THE PLATFORM, THE USER AND ANYONE ON ITS BEHALF, REPRESENT THAT THEY (A) ARE AWARE OF THE EFFECTS OF SUCH INSTRUCTIONS OR USE OF FUNCTIONALITY ON THE APPLICABLE THIRD PARTY SERVICE AND DATABASES, INCLUDING THAT SUCH INSTRUCTIONS OR FUNCTIONALITY MAY INCUR ADDITIONAL COSTS ON YOUR ACCOUNTS ON THE THIRD PARTY SERVICE (FOR EXAMPLE: CHANGING THE FUNCTIONALITY OF THE INFRASTRUCTURE, DELETING SERVERS, SHUTTING DOWN SERVERS, SCHEDULING SERVERS' OPERATIONS, RIGHTSIZING STORAGE, PURCHASING RESERVED INSTANCES, ETC.), (B) APPROVE ANY CHANGE (IN CONFIGURATION OR OTHERWISE) TO THE THIRD PARTY SERVICE AND DATABASES, AND (C) ASSUME THE RISKS ASSOCIATED THEREWITH.

ALL RIGHTS IN AND TO THE PLATFORM AND/OR SITE AND THE CONTENT AVAILABLE ON THE PLATFORM AND/OR SITE ARE RESERVED TO PROFISEA OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. PROFISEA WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND/OR THE CONTENT AVAILABLE THEREIN. YOUR USE OF THE SERVICES AND/OR THE PLATFORM AND/OR SITE AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

Note: You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Platform, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

3. Registration and User Account

You must register and create an account ("**Account**") in order to access the Platform and use the Services. Registration can be done by completing the registration process on the Platform, which requires you to share with us certain Personal Information (as such terms is defined in the Privacy Policy). Please note, that subject to Profisea's discretion, and to the extent required for your legitimate business needs, you may open several Accounts and consolidate the Consideration (as defined below) paid for such Accounts. It is your sole responsibility to ensure that Profisea has a payment method on record, to collect the Consideration due for all such consolidated Accounts. The term "Account" as used herein, shall refer to all Accounts associated with yourself.

Your Account is password protected. In order to protect the security of your Personal Information available on your Account, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You are solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under your Account. If we in good faith believe you have created an Account impersonating another person, such Account may expose you to civil and/or criminal liability.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of the Company. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such events, you must change your password immediately by (a) the settings of your Account or (b) sending us an email to customersupport@profisealabs.com. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your Account or any other breach of security.

If you wish to either change your log-in details, or cancel and remove your Account, please refer to customersupport@profisealabs.com. Your Account on the Platform will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account.

CANCELLING OR TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

Your account enables you to access all of the Platform's services, as mentioned and defined above. No separate registration will be needed or will be available, to each and every product

4. Consideration

We may, at our sole discretion, offer a free trial subscription to the Platform ("**Free-Trial**"), however the features made available to Users of the Platform under the Free-Trial model, may be limited. The Free-Trial period will be stipulated on our website, or otherwise agreed with you in writing. We may impose, at any time and at our sole discretion, restrictions on the use of Platform and the Services under the Free-Trial model, including limitation on the availability of to certain features of the Platform, limitations on the number of Databases that may be integrated with the Platform, limitations on the period of the Free-Trial period and so forth.

Furthermore, we reserve the right to cease the provision of Free-Trials, at any time and at our sole discretion, including with respect to existing Free-Trial Accounts, and to provide the Platform solely on a payment-based model. Notwithstanding anything to the contrary in these Terms, during the Free-Trial period the Platform is provided on an "as is" and "as available" basis without any warranty whatsoever and we will have no warranty, indemnity, support, or other obligations or liabilities with respect to the Free-Trial.

Please note: upon termination or expiration of your Free-Trial, for any reason, all configurations of the Third Party Services and Databases that you integrated with the Platform and instructions provided via the Platform in respect of the Third Party Services and Databases that you integrated with the Platform will be reverted to their original form (i.e., such configurations will no longer affect your Third Party Services and Databases), all unless your Account has been converted to a paid subscription model.

- Paid Subscription:

Other than the Free-Trial, use of the Platform and the Services is conditioned on the payment of certain fees: (a) subscription fees, as stipulated on our dedicated [pricing page](#) available at: Pricing | Profisea Labs ("**Subscription**"); or (b) monthly commission to the Company, based on a "pay as you save" model (collectively, (a) and (b) the "**Consideration**").

- The following shall apply to our Subscription model:

The Subscription is billed in advance every thirty (30) days (or other period stipulated in the Subscription terms detailed in the pricing page), starting at the time of registration to the Platform. Your Subscription will renew automatically based on your plan's renewal cycle. You may terminate your Subscription prior to the commencement of each renewal cycle, by providing us prior written notice.

- The following applies to our "pay as you save" model:

The consideration is calculated on a calendric monthly basis, as a fixed percentage of the net fees saved by the User on its payments to Third Party Services which have been integrated into the Platform, (i) as stipulated on our dedicated page available at: Pricing | Profisea Labs, which terms and conditions are incorporated herein by way of reference (including any additional restrictions stipulated therein), or (ii) as otherwise agreed in writing by the Company.

Please note that the Consideration due for each preceding month (i.e., our commission) shall be calculated: (i) on the basis of fixed percentage of the monetary sum saved (as a result of your use of the Platform) from the net payments due by you or your organization to the Third Party Services (the "**Base Fee**"). The Base Fee are provided to us from the Third Party Services in connection with your integration thereof with the Platform and shall pertain solely to use based fees, excluding all other fees due, including taxes, VAT, professional services fees, etc. (ii) solely with respect to Third Party Services which were integrated into the Platform in the preceding month (where applicable, on a pro-rated basis); (iii) are based exclusively on the information available in our databases and the measurements and calculations performed by the Platform; and (iv) will be automatically charged using to your payment method on record.

Unless expressly stipulated in an order form executed by the Company and yourself, the Consideration hereunder shall be automatically charged at the beginning of each calendar month, with respect to the preceding month, using the payment method we have on record. To the extent that you have executed an order form with the Company, which expressly states that all Consideration due hereunder shall be paid against an invoice, the consideration due shall be paid by you within 14 days following receipt of such invoice, by wire-transfer.

- The following applies to any Consideration and fees due hereunder:

All fees and other amounts paid hereunder are non-refundable and shall be made without any right of set-off or deduction. All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon our net income. All payments hereunder are quoted and shall be paid in United States Dollars. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one point five percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

Profisea reserves the right to modify the Consideration, fees and prices for its Platform at any time and at its sole discretion. Such pricing changes will NOT affect your already paid-up Subscription period or any pre-paid Consideration. Existing Accounts shall receive an email notification of price changes at least 30 days before such change takes place. You continue use of the Platform following such term, shall constitute your agreement to the new pricing.

For the avoidance of doubt, if you fail to pay any Consideration or Subscription fees on due time, or if your credit card payment information is entered in error or does not go through for processing and you do not update payment information upon our request, Profisea may, at its discretion, return back all Third Party Services and related servers to the full on-demand mode and suspend your access to the Platform, or any premium features of the Platform, until the Consideration has been paid and all unpaid sums are fully settled.

Payments for the Consideration may be processed via certain online payment service providers ("**Online Payment Processors**"). We may add or change the Online Payment Processors in our sole discretion.

The Online Payment Processors enable you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractors and have no employment or agency relationship with Profisea. Profisea is not responsible in any way for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of service and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors.

5. Third Party Services

The Platform enables Users to integrate with the Platform their Third Party Service accounts and therefore retrieve certain data from such accounts. Please note that the Platform derives only technical data relating to the integrated Third Party Services, and that such integration does not grant us access to the Databases or any information included therein.

Third Party Services are provided and maintained by third parties who are not affiliated with and/or controlled by us. Any integration and data derived from Third Party Services is subject to the applicable Third Party Service's terms of use and privacy policies. If you do not agree to the practices described in such terms you should not integrate the Platform with such Third Party Services, however you may find that you are not able to enjoy all the features available by our Platform. Profisea is not responsible and has no liability for your use of such Third Party Services and the data retrieved from such services.

When you incorporate the Third Party Services with the Platform, you grant us a perpetual, non-exclusive, royalty-free, and worldwide license to store and use the data derived from such Third Party Services, solely in connection with providing you the Services. We may also aggregate such data in such a way that it will not identify you and we may use that aggregated data to develop and improve our Services.

You may also use the Platform to provide certain instructions relating to your Third Party Services, such as the migration or deletion of Databases or the control and shutting down of certain infrastructure provided via the Third Party Services. You understand and agree that you are solely responsible for such uses of the Platform and the consequences of sending instructions to the Third Party Services. Profisea will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with such instructions and your use of Third Party Services (via the Platform or otherwise). You hereby authorize Profisea, through your use of the Platform, to analyze, predict, purchase and modify the settings of your Third Party Services and Databases, and to perform additional optimization actions relating to your Third Party Services and Databases, on your behalf.

Any data derived from the Third Party Services is not independently verified by us. As such, we take no responsibility for such data, and it is your sole responsibility to ensure its accurateness and the decision you make based on such data.

You represent and warrant that you are the rightful owner of any Third Party Service account(s) that you link to the Platform, or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such Third Party Service account(s), and that such Third Party Service and its integration with the Platform does not infringe any third party's intellectual property rights or other rights.

PROFISEA TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY THIRD PARTY SERVICE.

6. Maintenance and Support (Service Levels)

Users will be entitled to receive reasonable technical support and assistance regarding the operation of the Platform, by sending an email to: customersupport@profisealabs.com and/or via the Platform's dedicated support chat. Each request for support, must be accompanied by information reasonably sufficient to enable Profisea to address any flaw, problem or malfunction of the Platform.

During Business Hours, Profisea shall make commercially reasonable efforts to provide a Response Time of one hour, for each new support request. Profisea's support team will always endeavor to resolve problems as swiftly as possible and will use commercially reasonable efforts to resolve flaws, problems or malfunctions of the Platform which are reported to it. Notwithstanding the foregoing, such assistance is made on an AS-AVAILABLE basis and Profisea does not guarantee that any flaw, problem or malfunction of the Platform will be fixed (in any specific time frame or to your satisfaction).

"Response Time" means the period between the time when a new support request is received by Profisea and the time when the initial acknowledgment was provided to you.

"Business Hours" means Monday through Friday, 09:00am-05:00pm Poland Daylight Time (GMT+2), excluding public holidays in Poland.

The above-mentioned support services specifically exclude: (i) features of the Platform designated as Alpha or Beta; (ii) general consulting and professional services, as well as on-site installation and deployment; (iii) failure of the Platform that results from or is otherwise attributable to repair, maintenance or modification of the Platform by persons other than Profisea's personnel; and/or (iii) failure of the Platform which are due to, or result from, misuse of the Platform, the environment where it was installed on, third party components, software or services or from external elements such as power outages, hardware malfunction, weather conditions, or force majeure.

Profisea may provide upgrades, updates, new features and/or fixes to the Platform, from time to time and at its sole discretion. Except as explicitly stated in these Terms, Profisea is not obligated to provide any additional maintenance and support services, or other professional services, and such may be provided upon special request and will be subject to additional fees.

7. Use Restrictions

There are certain conducts which are strictly prohibited when using the Services. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Profisea's sole discretion) in the termination of your Account and use of the Platform and/or Site and/or Content and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by Profisea, you may not (and you may not permit anyone to):

- (a)** use the Platform and/or Site and/or the Services and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes;
- (b)** use the Platform and/or Site and/or the Services to generate or send unsolicited communications, advertising, chain letters, or spam or to solicit other Users;
- (c)** remove or disassociate, from the Content and/or the Platform and/or Site any restrictions and signs indicating proprietary rights of Profisea or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©, ™, or ®);
- (d)** interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Platform and retrieve, index and/or data-mine information;
- (e)** interfere with or disrupt the operation of the Platform and/or Site or the servers or networks that host the Platform, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks;
- (f)** falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your website, your business or any statement you make, or present false or inaccurate information about the Services;

- (g)** take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us;
- (h)** bypass any measures we may use to prevent or restrict access to the Platform and/or Site;
- (i)** copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Platform and/or Site and/or Content made accessible by Profisea on or through the Services, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content;
- (i)** copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Profisea's proprietary rights, including Profisea's Intellectual Property (as such term is defined below), in any way or by any means;
- (j)** make any use of the Content on any other website or networked computer environment for any purpose without Profisea's prior written consent;
- (k)** create a browser or border environment around Profisea Content (no frames or inline linking is allowed);
- (l)** sell, license, or exploit for any commercial purposes any use of or access to the Platform and/or Site and/or the Services and/or Content ;
- (m)** frame or mirror any part of the Platform and/or Site without Profisea's prior express written authorization;
- (n)** create a database by systematically downloading and storing all or any of the Content from the Platform and/or Site;
- (o)** transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

(p) use the Service for any purpose for which it is not intended; and/or (q) provide Profisea with false Personal Information or payment method;

(r) and/or infringe and/or violate any of the Terms.

Furthermore, if you are a competitor of Profisea, or operate on behalf of a competitor of Profisea, you may not use and/or access the Platform, including by way of a Free-Trial; and if Profisea reasonably suspects that you are a competitor of Profisea, or operate on behalf of a competitor, it may suspend or terminate your Account and access to the Platform immediately and at its sole discretion.

8. Contacting us via the Site

In order to contact us and use the Site, you will need to send us an email of your inquiry and contact information to support@profisealabs.com.

9. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Platform. Our policy and practices and the type of information collected are described in detail in our [Privacy Policy](#) at Privacy Policy | Profisea Labs which is incorporated herein by reference. You agree that Profisea may use personal information that you provide or make available to Profisea in accordance with the Privacy Policy. If you intend to access or use the Platform you must first read and agree to the Privacy Policy.

10. Intellectual Property Rights

Subject to the terms hereof, Profisea hereby grants to you, during your subscription period, and you accept, a personal, nonexclusive, non-transferable, non-sublicensable and fully revocable limited license to use the Platform, and the Content provided in the Platform in accordance with the terms contained in these Terms.

The Platform, the Site, the Content, the Company's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trademarks, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

The Terms do not convey to you an interest in or to the Company's Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law

To the extent you provide any feedbacks, comments or suggestions to Profisea ("**Feedback**"), Profisea shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Profisea current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require Profisea to comply with any additional obligations with respect to any Profisea current or future products, technologies or services that incorporate any Feedback.

11. Trademarks and Trade names

Profisea's marks and logos and all other proprietary identifiers used by the Company in connection with the Platform ("**Company Trademarks**") are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Platform belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

12. Linking to and from Profisea's Site

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by Profisea, and does not portray Profisea in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to Profisea's Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave the Site and/or Platform and enter non-Profisea websites or services. Those linked websites and services are provided solely as a convenience to you. These linked websites and services are not under the control of Profisea and it is not responsible for the availability of such external websites or services, and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such linked websites and services or any link contained in linked website or service. Your access to, use of and reliance upon any such websites, services and content and your dealings with such third parties are at your sole risk and expense. Profisea reserves the right to terminate any link at any time. You further acknowledge and agree that Profisea shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked website or resource. Most of such linked websites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable to read such documents carefully before using those websites and services, inter alia, in order to know what kind of information about you is being collected.

13. Availability

The Platform and Platform's availability and functionality depends on various factors, such as communication networks and the availability of Third Party Services. Profisea does not warrant or guarantee that the Site and/or Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

14. Disclaimer of Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, AND OTHER THAN EXPRESSLY SET FORTH HEREIN, THE SITE, THE PLATFORM AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND PROFISEA, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS, SUPPLIERS (COLLECTIVELY, "PROFISEA'S REPRESENTATIVES"), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, AVAILABILITY, THE QUALITY OF THE SERVICES OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

OTHER THAN EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT THAT (I) THE USE AND OPERATION OF THE SITE AND/OR THE PLATFORM IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT PROFISEA WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE AND/OR THE PLATFORM, AND (III) THE SITE AND/OR THE PLATFORM WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND PROFISEA AND PROFISEA'S REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS.

PROFISEA TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY THIRD PARTY SERVICES WITH THE SERVICES, FOR ANY LOSS OR DAMAGE THERETO OR FOR ANY LOSS OR DAMAGE OCCURRED IN THE THIRD PARTY SERVICES. WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN PROFISEA.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

USE OF THE SITE AND/OR THE PLATFORM AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

15. Limitation of Liability

DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE AND/OR PLATFORM AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE AND/OR PLATFORM AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE AND/OR PLATFORM AND/OR THE CONTENT TO PERFORM AS DESCRIBED OR EXPECTED; ALL REGARDLESS OF WHETHER PROFISEA (OR PROFISEA'S REPRESENTATIVES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, PROFISEA'S AND PROFISEA'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PLATFORM OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO PROFISEA IN THE THREE MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY, OR \$US100.00, WHICHEVER IS GREATER.

16. Indemnification

You agree to defend, indemnify and hold harmless Profisea, including Profisea Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Services; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of the Services; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Services. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

17. Changes to the Platform

Profisea reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Site and/or Platform (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under the Site and Platform may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Profisea shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform or the Content included therein. You hereby agree that Profisea is not responsible for any errors or malfunctions that may occur in connection with the performing of such changes.

18. Amendments to the Terms

Profisea may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an email (to the extent that you provided us with such email address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via email, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Platform on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

19. Termination of these Terms, Termination or Suspension of your Account, and the Termination of the Platform's operation

Profisea may at any time, at its sole discretion, cease the operation of the Services or any part thereof, temporarily or permanently, delete any information or Content from the Site and/or Platform or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Profisea does not assume any responsibility with respect to, or in connection with the termination of the Platform' operation and/or termination or suspension of your Account and/or loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive.

These Terms shall remain in effect until terminated as set forth herein. Your failure to comply herewith shall terminate your license and these Terms. In the event of your failure to comply herewith Profisea may immediately temporarily or permanently limit, suspend or terminate your use of the Platform and/or deny access to your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time sending an email to: customersupport@profisealabs.com and this will be your sole remedy in such circumstances.

We note that we can suspend access to the Site and/or Platform and/or your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred:

- (a)** there is risk to the security or privacy of your Account ;
- (b)** there is a threat to the security or integrity of our network or our servers;
- (c)** suspension is needed to protect the rights, property or safety of Profisea, its users or the public;
- (d)** there is a basis for termination of your Account;
- (e)** you have violated these Terms;

- (f) if you, at our sole discretion, determined as a repeat infringer (a User who has been notified of infringing activity more than twice); and/or
- (g) we are required to by law. We may, but are not obligated to, provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

Upon termination of these Terms for any reason:

- (i) all rights granted to you hereunder will automatically terminate,
- (ii) you must immediately cease all use of the Site and/or Platform and so certify to Profisea if required by it, and
- (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Use Restrictions, Intellectual Property, Trademarks and Trade names, Disclaimers and No Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

20. Third Party Software

The Platform may include third party software that is subject to open source licenses ("**Third Party Components**"). A list of Third Party Components is available in the Platform or its Documentation and will be updated from time to time. Your right to use such Third Party Components as part of the Platform is subject to any applicable acknowledgements and license terms accompanying such Third Party Components. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the Platform or any portion thereof (except for the Third Party Components contained therein) be deemed "open source" or "publicly available" software.

The licenses of certain Third Party Components may require the provision of the source code of these Third Party Components, and you may seek a complete machine-readable copy of their corresponding source code, by contacting the Company at: customersupport@profisealabs.com.

21. General

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company,

(b) any claim relating to the Services or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied,

(c) any dispute arising out of or related to the Site and/or Platform will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel Aviv-Jaffa, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Profisea may seek injunctive relief in any court of competent jurisdiction,

(d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto,

(e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof,

(f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED,

(g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein,

(h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification,

(i) no amendment hereof will be binding unless in writing and signed by Profisea, and

(j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

22. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an email to support@profisealabs.com.