

TERMS OF USE

Welcome to www.Trustmi.ai (together with its subdomains, Content, Marks and services, the "Portal"). Please read the following Terms of Use carefully before using this Portal so that you are aware of your legal rights and obligations with respect to Trustmi Networks Ltd. ("Trustmi", "we", "our" or "us"). By accessing or using the Portal, 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 Use, together with the Privacy Policy (the "Terms"). If you are entering into these Terms on behalf of your employer or other legal entity, that you have full authority to bind said employer or other legal entity to these Terms 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 these Terms, or do not have authority to bind your employer or other legal entity, please do not access or use the Portal.

IF YOUR EMPLOYER HAS PURCHASED THE SERVICE (AS DEFINED BELOW) FROM US, TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THESE TERMS AND THE AGREEMENT WE HAVE ENTERED WITH YOUR EMPLOYER, THEN, THE AGREEMENT BETWEEN US AND YOUR EMPLOYER SHALL PREVAIL.

1. Background.

The Portal is intended to provide you with certain services with connection to B2B payments fraud prevention.

2. Subscription to the Service.

Subject to your compliance with these Terms, and payment by your employer of applicable fees, Trustmi hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable right to access and use the Portal during the Term (as defined below) for your internal purposes only.

3. Modification.

We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following posting of the revised Terms on the Portal, and your continued use of the Portal thereafter means that you accept those changes.

4. Ability to Accept Terms.

The Portal is only intended for individuals aged 13 years or older. If you are under 13 years please do not visit or use the Portal. If you are between 13 and 18 years of age, then you must review these Terms with you parent or guardian before visiting or using the Portal to make sure that you and your parent or guardian understand these Terms and agree to them.

5. Portal Access.

For such time as these Terms are in effect, we hereby grant you permission to visit and use the Portal provided that you comply with these Terms and applicable law.

6. Restrictions.

You shall not: (i) copy, distribute or modify any part of the Portal without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Portal; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Portal; (v) circumvent, disable or otherwise interfere with security-related features of the Portal or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Portal; (vi) take any action that imposes or may impose (at Trustmi's sole discretion) an unreasonable or disproportionately large load on the Trustmi infrastructure; (vii) interfere or attempt to interfere with the integrity or proper working of the Portal, or any related activities; (viii) use the Portal to develop a competing service or product; and/or (x) use the Portal in any unlawful manner or in breach of these Terms.

7. Account.

In order to use some of the services of the Portal, 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 their 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 Trustmi immediately of any breach of security or unauthorized use of your Account. As between you and Trustmi, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to Trustmi at privacy@trustmi.ai.

8. Payments to Trustmi.

Except as expressly set forth in the Terms, your general right to access and use the Portal is currently for free, but Trustmi may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Portal unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Portal.

9. Intellectual Property Rights

9.1. Content and Marks.

The: (i) content on the Portal, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "Materials"); and (ii) the trademarks, service marks and logos contained therein ("Marks"), are the property of Trustmi and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Trustmi", the Trustmi logo, and other marks are Marks of Trustmi or its affiliates. All other trademarks, service marks, and logos used on the Portal are the trademarks, service marks,

or logos of their respective owners. We reserve all rights not expressly granted in and to the Portal and the Content.

9.2. Use of Content.

Content on the Portal 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.

10. Information Description.

We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Portal is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

11. Disclosure.

We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Portal, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Trustmi, its users or the public.

12. Links

12.1.

The Portal may contain links, and may enable you to post content, to third party websites that are not owned or controlled by Trustmi. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release Trustmi from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

12.2.

Trustmi permits you to link to the Portal provided that: (i) you link to but do not replicate any page on this Portal; (ii) the hyperlink text shall accurately describe the Content as it appears on the Portal; (iii) you shall not misrepresent your relationship with Trustmi or present any false information about Trustmi and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("Third Party Website") which prohibits linking to third parties; (v) such Third party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any

person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

13. Privacy.

We will use any personal information that we may collect or obtain in connection with the Portal in accordance with our privacy policy which is available at www.trustmi.ai/privacy-policy. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

14. Warranty Disclaimers

14.1.

This section applies whether or not the services provided under the Portal 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.

14.2.

THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TRUSTMI 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. TRUSTMI DOES NOT GUARANTEE THAT THE PORTAL WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE PORTAL MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT TRUSTMI 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 PORTAL BY A THIRD PARTY.

14.3.

14.4.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, TRUSTMI 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 PORTAL.

15. Limitation of Liability

15.1.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TRUSTMI 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 THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PORTAL, EVEN IF TRUSTMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU HEREBY ACKNOWLEDGE THAT ANY LIABILITY WHICH TRUSTMI MAY HAVE IN CONNECTION WITH THE PORTAL AND/OR THESE TERMS IS STRICTLY BETWEEN TRUSTMI AND YOUR EMPLOYER AND IS SETTLED UNDER THE AGREEMENT BETWEEN US AND YOUR EMPLOYER.

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.

15.2.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TRUSTMI FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PORTAL EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO TRUSTMI FOR USING THE PORTAL DURING THE 3 MONTHS PRIOR TO BRINGING THE CLAIM AGREED TO WITH YOUR EMPLOYER UNDER THEIR AGREEMENT.

16. Indemnity.

You agree to defend, indemnify and hold harmless Trustmi and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Portal; (ii) or (ii) your violation of these Terms.

17. Term and Termination.

These Terms are effective until terminated by Trustmi or your employer. Trustmi, in its sole discretion, has the right to terminate these Terms and/or your access to the Portal, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Trustmi shall not be liable to you or any third party for termination of the Portal, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Portal in any way, your only recourse is to immediately discontinue use of the Portal. Upon termination of these Terms, you shall cease all use of the Portal. This Section 17 and Sections 9 (Intellectual Property Rights), 13 (Privacy), 14 (Warranty Disclaimers), 15 (Limitation of Liability), 16 (Indemnity), and 18 (Independent Contractors) to 20 (General) shall survive termination of these Terms.

18. Independent Contractors.

You and Trustmi are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Trustmi. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Trustmi.

19. Assignment.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Trustmi without restriction or notification to you.

20. General.

Trustmi reserves the right to discontinue or modify any aspect of the Portal at any time. These Terms and the relationship between you and Trustmi shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Trustmi may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Trustmi concerning the Portal. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PORTAL MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(ii) We process information for the following purposes:

- a. To provide you with the Trustmi Services.** Trustmi will use your information to provide the Trustmi Services. Trustmi may use your information (i) to respond to your questions, comments, and other requests for customer support, or information, including information about potential or future services; (ii) to provide you with the Services; (iii) for internal quality control purposes; (iv) to establish a business relationship; (v) to generally administer the Services.
- b. To market the Trustmi Services.** Trustmi may use information to market the Services. Such use includes (i) notifying you about offers and services that may be of interest to you, including, to send you marketing communications; (ii) conducting market research; (iii) developing and marketing new products and services; (iv) and to measure interest in the Services; (v) other purposes disclosed at the time you provide information; (vi) as you otherwise consent.

c. Security purposes. Some of the abovementioned information will be used for detecting, taking steps to prevent and prosecuting fraud or other illegal activity; to identify and repair errors; to conduct audits; and for security purposes. Information may also be used to comply with applicable laws, with investigations performed by the relevant authorities, law enforcement purposes, and/or to exercise or defend legal claims.

d. De-identified and aggregated information use. In certain cases, we may or will anonymize or de-identify your Information and further use it for internal and external purposes, including, without limitation, to analyze and improve Trustmi services (including through the use of artificial intelligence) and for research purposes. We may use this anonymous or de-identified information and/or disclose it to third parties without restrictions (for example, in order to improve our services and enhance your experience with them and/or to develop new product features and improve existing offerings).

e. Cookies and similar technologies. We, as well as third parties that provide content, advertising, or other functionality on the Trustmi Services, may use cookies, pixel tags, local storage, and other technologies ("Technologies") to automatically collect information through the Trustmi Services. We use Technologies that are essentially small data files placed on your device that allow us to record certain pieces of information whenever you visit or interact with the Trustmi Services. If you would like to opt out of the Technologies we employ on the Trustmi Services, you may do so by blocking, deleting, or disabling them as your browser or device permits.

2. HOW WE PROTECT AND RETAIN YOUR PERSONAL INFORMATION

2.1. Security. We have implemented and maintain reasonable technical, organizational and security measures designed to protect your information. However, please note that we cannot guarantee that the information will not be compromised as a result of unauthorized penetration to our servers. As the security of information depends in part on the security of the computer, device or network you use to communicate with us and the security you use to protect your user IDs and passwords, please make sure to take appropriate measures to protect this information.

2.2. Retention of your information. Your information will be stored until we delete our records, data retention is enforced and we proactively delete stale data once it reaches the end of its lifecycle, if you send a valid deletion request we as part of your privacy rights we will review the request and act accordingly . Please note that in some circumstances we may store your information for longer periods of time, for example (i) where we are required to do so in accordance with legal, regulatory, tax or accounting requirements, or (ii) for us to have an accurate record of your dealings with us in the event of any complaints or challenges, and/or (iii) if we reasonably believe there is a prospect of litigation relating to your information or dealings.

3. HOW WE SHARE YOUR PERSONAL INFORMATION

In addition to the recipients described above, we may share your information as follows:

3.1. The information Trustmi gathers is shared with our partners and other third parties. We may also share information with our affiliated companies about you.

3.2. We use third party service providers to process your information for the purposes outlined above, including, without limitation:

3.2.1. With cloud service providers for hosting purposes;

3.2.2. With websites and web content creation platforms in order to help us manage our Website;

3.2.3. With email providers, marketing, CRM, other similar tool providers;

3.2.4. With analytic companies, in order to help us understand and analyze information we collect in accordance with this policy; and

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3.3. To the extent necessary, with regulators, courts, banks or competent authorities, to comply with applicable laws, regulations and rules (including, without limitation, federal, state or local laws), and requests of law enforcement, regulatory and other governmental agencies or if required to do so by court order, as well as for internal compliance procedures and to protect the safety, security, and integrity of Trustmi, our Services, customers, employees, property, and the public..

3.4. If, in the future, we sell or transfer, or we consider selling or transferring, some or all of our business, shares or assets to a third party, we will disclose your information to such third party (whether actual or potential) in connection with the foregoing events (including, without limitation, our current or potential investors). In the event that we are acquired by, or merged with, a third party entity, or in the event of bankruptcy or a comparable event, we reserve the right to transfer, disclose or assign your information in connection with the foregoing events.

3.5. Where you have otherwise provided your consent to us for sharing or transferring your information.

4. YOUR PRIVACY RIGHTS

4.1. Rights: You can exercise your rights by contacting us at privacy@trustmi.ai . Subject to legal and other permissible considerations, we will make every reasonable effort to honor your request promptly in accordance with applicable law or inform you if we need further information in order to fulfil your request. When processing your request, we may ask you for additional information to confirm or verify your identity and for security purposes, before processing and/or honoring your request. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive. In the event that your request would adversely affect the rights and freedoms of others (for example, would impact the duty of confidentiality we owe to others) or if we are legally entitled to deal with your request in a different way than requested, we will address your request to the maximum extent possible, all in accordance with applicable law.

4.2. Rights: The following rights (which may be subject to certain exemptions or derogations) may apply to certain individuals depending on their jurisdiction of residence. The rights that may be applicable to you are as follows:

- You have a right to access Personal Data held about you. Your right of access may normally be exercised free of charge, however we reserve the right to charge an appropriate administrative fee where permitted by applicable law;
- You have the right to request that we rectify any Personal Data we hold that is inaccurate or misleading;
- You have the right to request the erasure/deletion of your Personal Data (e.g. from our records). Please note that there may be circumstances in which we are required to retain your

- Personal Data, for example for the establishment, exercise or defense of legal claims;
- You have the right to object, to or to request restriction, of the processing;
 - You have the right to data portability. This means that you may have the right to receive your Personal Data in a structured, commonly used and machine-readable format, and that you have the right to transmit that data to another controller;
 - You have the right to object to profiling, if applicable;
 - You have the right to withdraw your consent at any time. Please note that there may be circumstances in which we are entitled to continue processing your data, in particular if the processing is required to meet our legal and regulatory obligations. Also, please note that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal;
 - You also have a right to request certain details of the basis on which your Personal Data is transferred outside the European Economic Area, the United Kingdom or Japan, as applicable, but data transfer agreements and/or other details may need to be partially redacted for reasons of commercial confidentiality;
 - You have a right to lodge a complaint with your local data protection supervisory authority (i.e., your place of habitual residence, place of work or place of alleged infringement) at any time or before the relevant institutions in your place of residence. We ask that you please attempt to resolve any issues with us before you contact your local supervisory authority and/or relevant institution.

4.3. Marketing emails – opt-out: You may choose not to receive marketing email of this type by sending a single email with the subject "BLOCK" to support@trsutmi.ai. Please note that the email must come from the email account you wish to block OR if you receive an unwanted email from us, you can use the unsubscribe link found at the bottom of the email to opt out of receiving future emails, and we will process your request within a reasonable time after receipt.

5. ADDITIONAL INFORMATION REGARDING TRANSFERS OF GDPR PROTECTED PERSONAL DATA

5.1. Internal transfers: Transfers within Trustmi infrastructure will be covered by internal policies and controls as part of our security & privacy controls , for example migrating data as part of a DR procedure.

5.2. External transfers: When Trustmi engages in transfers of GDPR and/or UK GDPR and where applicable, the Act on the Protection of Personal Information ("APPI") protected Personal Data outside of the EEA, UK or Japan (for example to third party service providers for the purposes listed above), we generally rely on either: (i) Adequacy Decisions adopted by the European Commission under Article 45 of the GDPR (for example, when our team accesses Personal Data from Israel); (ii) the Standard Contractual Clauses issued by the European Commission or the United Kingdom (as updated from time to time); or (iii) another lawful transfer mechanism provided for under the GDPR or the APPI e.g. Binding Corporate Rules. Trustmi also monitors the circumstances surrounding such transfers to ensure that Personal Data continues to be afforded a level of protection that is essentially equivalent to the one guaranteed by the GDPR, UK GDPR and APPI.

6. USE BY CHILDREN.

We do not offer our products or services for use by children and, therefore, we do not knowingly collect information from, and/or about children under the age of 18. If you are under the age of 18, do not provide any information to us without the involvement of a parent or a guardian. In the event that we become aware that you provide information in violation of applicable privacy laws, we reserve the right to delete it. If you believe that we might have any such information, please contact us at support@trustmi.ai.

7. INTERACTION WITH THIRD PARTY PRODUCTS.

We enable you to interact with third party websites, mobile software applications and products or services that are not owned, or controlled, by us (each, a "Third Party Service"). We are not responsible for the privacy practices or the content of such Third Party Services. Please be aware that Third Party Services can collect information from you. Accordingly, we encourage you to read the terms and conditions and privacy policies of each Third Party Service.

8. SPECIFIC PROVISIONS APPLICABLE UNDER CALIFORNIA PRIVACY LAW

8.1. Our California Do Not Track Notice:

8.2. Do Not Track ("DNT") is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers, but we may allow third parties, such as companies that provide us with analytics tools, to collect personally identifiable information about an individual consumer's online activities over time and across different web sites when a consumer uses the Services.

9. CONTACT US.

If you have any questions, concerns or complaints regarding our compliance with this notice and the data protection laws, or if you wish to exercise your rights, we encourage you to first contact us at privacy@trustmi.ai .
