



## Terms Of Use

### CloudHawk WEB SITE AND SERVICES

THESE TERMS OF USE CONTAIN IMPORTANT LEGAL OBLIGATIONS, ESPECIALLY CLAUSE 7. PLEASE READ THEM CAREFULLY.

This Web site ("Site") is made up of various Web pages and databases that are owned and operated by CloudHawk a brand of MidLink Computing LTD. ("CloudHawk") and includes the provision of certain information (the "Content") and services, which include, but are not limited to, cloud management systems, cloud cost saving systems and Development services (collectively the "Services"). References to the Site in these Terms of Use include each site, page and database included therein, all Content, and all Services, unless the context otherwise requires.

The Terms of Use and policies contained herein (the "Terms of Use") are binding upon an individual member or a corporate member and its officers, directors, employees, servants and agents (collectively, the "User"). Reference to "you" or "your" in these Terms of Use includes both the individual user and the corporation user of CloudHawk's Site and Service.

Use of the Site is hereby offered to you conditioned on your acceptance without modification of the terms, conditions, policies and notices contained herein. Your use of the Site constitutes your agreement to all such terms, conditions, and notices. Your use of any particular site, page, Content or Services included within the Site may also be subject to additional terms outlined, at this time or from time to time in the future, elsewhere on the Site (the "Additional Terms"). Any Additional Terms from time to time in effect are hereby incorporated into these Terms of Use by reference.

If you do not accept these Terms of Use, your registration will not be processed and you will not be able to use this site.

### 1. General Provisions

1.1 Acceptance. By completing the registration information and accepting the Terms of Use, as described in section 1.2 below, and in consideration of CloudHawk allowing you to use the Site on the terms set forth herein, and other good and valuable consideration, the receipt and sufficiency of which you acknowledge, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms of Use and any other posted guidelines or rules applicable to any individual site, page, Content or Service. All such guidelines and rules are hereby incorporated by reference into the Terms of Use. Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and CloudHawk with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and CloudHawk with respect to the Site or any part

thereof. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial, arbitral or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

1.2 Acceptance of Terms. The Terms of Use are effective immediately upon: (a) the electronic acceptance by the User; (b) the written execution of these Terms of Use by the User; or (c) any other form of acceptance by the User which would constitute a legally binding agreement pursuant to the laws of the state of Israel (collectively, the "Acceptance of the Terms of Use").

1.3 Modification of Terms. CloudHawk reserves the right in its sole discretion, and without notice, to change the terms, conditions, and notices under which the use of the Site is offered, including, but not limited to, the Terms of Use herein and the Privacy Policy. You are responsible for regularly reviewing these terms and conditions and Additional Terms posted on particular sites or pages within the Site. Any change in the terms, conditions, and notices will be effective immediately, as of the date of change. The User shall accept the Additional Terms in accordance with section 1.2 hereof (Acceptance of the Terms of Use) forthwith upon notice change to terms, conditions and notices. Your continued use of the Site constitutes your agreement to all such terms, conditions, and notices.

1.4 Non-Waiver and Severability. CloudHawk's failure to exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms of Use to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these Terms of Use remain in full force and effect.

1.5 Successors and Assigns. Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms of Use shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

## 2. Registration and Membership

2.1 Registration Information. Prior to the use of CloudHawk's Services, the User will be required to set-up an account with CloudHawk (the "Account"), which will require the User to register and provide certain data. In registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by the registration form ("Registration Data"); (b) payment information, including, but not limiting the generality of the foregoing, credit card numbers and expiry date, banking information for automatic withdrawal from your bank account, or any other payment information required for payment of fees as expressly agreed to in writing between you and CloudHawk ("Payment Information"); and (c) you will maintain and promptly update the Registration Data and Payment Information to keep it true, accurate, current and complete at all times. If you provide any information that is false, inaccurate, out of date, or incomplete, or CloudHawk has reasonable grounds to suspect that such information is false, inaccurate, not

current, or incomplete, CloudHawk has the right in its sole discretion to (in addition to any other rights it may have at law or by statute): (a) refuse you any and all current or future use of CloudHawk's Site or Service (or any portion thereof); (b) terminate your registration and Account immediately without any notice to you; and (c) bill the User's credit card, automatically debit the User's bank account or immediately receive payment from the User in a form agreed to between the User and CloudHawk, for any incurred, but as of yet, unbilled services ("Account Termination Charge"). All registrations become the exclusive property of CloudHawk. CloudHawk reserves the right to use and reuse all registration and other personally identifiable user information in accordance with these Terms of Use and the Privacy Policy.

**2.2 Membership Restriction.** CloudHawk restricts the use of its Site and Services to Users of eighteen (18) years of age and older who may legally enter into and form contracts under the laws of the state of Israel applicable therein.

**2.3 Privacy.** CloudHawk will use commercially reasonable efforts to ensure that it and all of its directors, officers, employees, agents, contractors and others acting on its behalf comply in all respects with the Privacy Policy as in force from time to time. Notwithstanding the foregoing, you agree that CloudHawk will have no liability to you or any person claiming through you with respect to any negligent or innocent breach of the CloudHawk Privacy Policy. CloudHawk reserves the right at all times to disclose any information as CloudHawk deems necessary to satisfy any applicable law, regulation, legal process or governmental request, in CloudHawk's sole discretion.

**2.4 Security of Communications.** You acknowledge that any unprotected email or other communication (including your actions or communications related to any interactive Services and including any applications, registrations, or completion of on-line forms) over the Internet is not secure and confidential, is subject to possible interception or loss, and is also subject to possible alteration. You accept sole responsibility for the security and confidentiality of all electronic communications between you and CloudHawk. CloudHawk is not responsible for and will not be liable to you or any one else for any damages in connection with any communication sent by you to CloudHawk or any communication sent by CloudHawk to you at your request.

**2.5 Passwords and Member Privileges.** Once your Account is created, you will either be prompted to, or you will receive a login and password. You are responsible for maintaining the confidentiality of the login and password, and are fully responsible for all activities that occur under your login, password and Account. You agree to (a) immediately notify CloudHawk of any unauthorized use of your password or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. CloudHawk will not be liable for any loss or damage arising from your failure to comply with these requirements. In particular, and without limiting the generality of the foregoing, CloudHawk will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by CloudHawk or another party due to someone else using your password or Account. You may not use anyone else's Account at any time, whether you do or do not have the permission of the Account holder.

2.6 Payment for Services. Services on the Site are offered to you conditioned on the registration and set-up of your Account, Acceptance of the Terms of Use and timely payment of fees associated with the use of CloudHawk's Services. Accordingly, you represent and warrant that all information that you submit is true and accurate, including, without limitation, your Payment Information and you agree to pay all fees you incur on your Account using one the payment methods set out in section 2.1 herein, or any other method of payment consented to in writing by CloudHawk, in currency of the United States of America in accordance with the Fee Schedule plus all applicable taxes. You acknowledge that CloudHawk can modify and/or amend the fees described in the Fee Schedule, and such amendment and/or modifications to the fees in the Fee Schedule become binding upon you on the first day following the end of your billing cycle. For example, if the fees are amended or modified on Day 1 and your billing cycle ends on Day 5, the new fees for CloudHawk's Service will apply to you as of Day 5+1 (i.e. Day 6). The User shall accept the modification and/or amendment to fees in accordance with section 1.2 hereof (Acceptance of the Terms of Use) forthwith upon notice of changes to the Fee Schedule.

2.7 Transfer of Account. Subject to CloudHawk's express written consent, each separate legal entity, which includes, but are not limited to, subsidiaries and affiliates ("Separate Entity") of the User, who require the use of CloudHawk's Services, are required to: (a) register with CloudHawk; (b) accept the Terms of Use pursuant to section 1.2 herein; and (c) obtain a separate login and password and set-up an Account, in accordance with the Terms of Use set forth herein. You may not transfer or make available your login or password and/or Account name to any Separate Entities. Any distribution by you of your login, password or Account name is a breach of the Terms of Use, and in addition to all other legal consequences may result in closure of your Account without refund, and, in addition, charges based on unauthorized use.

2.8 Termination of Account. You may terminate your account with CloudHawk at any time for any reason by following the procedures set out on CloudHawk's Site. You will be charged the Account Termination Charge. CloudHawk, in its sole discretion, has the right, and you acknowledge CloudHawk's right, to cancel your Account, deny you access to the Site and our Services, remove all of your Account information without notice to you and charge you the Account Termination Charge. You further agree that CloudHawk will not be liable to any third party for the termination and or revocation of your Account and/or access to our Service.

2.9 Property Upon Termination. If CloudHawk terminates your Account as a result of non-payment of CloudHawk's fees for services that have been incurred and billed ("Incurred and Billed Fees"), the data and information that is stored in CloudHawk's database(s) in connection with the provision of Services by CloudHawk to you ("User's Data"), becomes the property of CloudHawk with all associated legal rights therein, including, but not limited to, copyright, trademark, or any other proprietary right. CloudHawk will retain and keep possession of the User's Data in accordance with this section. Notwithstanding any of the foregoing, if you pay all Incurred and Billed Fees, plus applicable interest as set out in the Fee Schedule, as well as all applicable Account Termination Charges, the legal rights in the User's Data will vest in the User immediately and the User will have access to the User's Data. You acknowledge and covenant that CloudHawk will not be held liable in any way for any loss, damage, deletion, failure to store, or corruption of any kind whatsoever to the User's Data while it is the property and/or in the possession of CloudHawk.

### 3. Use of Site

3.1 Use. The use of the Site is for the intended purposes set out in the Terms of Use herein. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, “look and feel”, or services obtained from the Site. You agree that you will not offer for sale or resale through the provision of our Services any product which (a) violates any applicable laws, (b) are prohibited in accordance with these Terms of Use, and specifically in accordance with section 3.3 hereof, and (c) you do not have nor have yet acquired the legal right to.

3.2 No Unlawful or Prohibited Use. As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Without limiting the generality of the foregoing, and in addition to the specific prohibitions in section 3.3 hereof, you may not use the Site in any manner that could damage, disable, overburden, or impair the Site or any Content or Service (or the network(s) connected to the Site) or interfere with any other party’s use and enjoyment of any part of the Site or any Content or Service. You may not attempt to gain unauthorized access to the Site or any Content or Service, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

3.3 Prohibited Conduct. Without limiting the generality of any other prohibition or restriction contained herein, you agree that you will not use the Site to:

3.3.1 Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

3.3.2 Upload, post, email, otherwise transmit, or post to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.

3.3.3 Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or images of persons appearing to be under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age. Section 3.3.3 also applies to content that exploits images of children of an age that would be a criminal offence by the laws of the particular jurisdiction where the Content is uploaded, posted, emailed, or otherwise transmitted.

3.3.4 Harm children under the age of 18 or children of an age that would be a criminal offence by the laws of the particular jurisdiction.

3.3.5 Make any sexual request on behalf of a minor or make any sexual request of a minor.

3.3.6 “Stalk” or otherwise harass another.

3.3.7 Upload, post, email, otherwise transmit, or post links to any Content that discloses any personally identifiable information of any User of CloudHawk's Services.

3.3.8 Collect or store personally identifying information of Users of CloudHawk's Site and Services for commercial or unlawful purposes. This does not include the collection or storing, for commercial purposes, of personally identifying information of users or clients of your services which are ultimately stored on CloudHawk's database(s) as part of the services CloudHawk provides to you.

3.3.9 Impersonate any person or entity, including, but not limited to, a CloudHawk official, employee, forum leader, guide, teacher or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

3.3.10 Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Site.

3.3.11 Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

3.3.12 Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.

3.3.13 Upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:

3.3.13.1 Making available copyrighted software or other Content that has had the copyright protection removed.

3.3.13.2 Making available serial numbers for software that can be used to illegally validate or register software.

3.3.13.3 Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.

3.3.13.4 Making available any software files for which the user does not own the copyright or have the legal right to make available.

3.3.14 Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.

3.3.15 Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Site, the Content, or the Services.

3.3.16 Use automated means, including spiders, robots, crawlers, or the like to download data from the Site.

3.3.17 Conduct your own contests and promotions on CloudHawk's Site. This does not include conducting contests and promotions on your own web site, storefront or through your auctions with respect to your users and/or customers, including, your users and/or customers that are stored in CloudHawk's database(s).

3.3.18 Upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants on CloudHawk's Site. This does not include uploading, posting, emailing, otherwise transmitting, or posting links to your users and/or customers to any content regarding any raffle, contest or game requiring a fee by participants that belongs to you and is stored in CloudHawk's database(s).

3.3.19 Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content, including, without limitation, by incorporating Content into any e-mail or "white pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise. This subsection does not apply to your content which is stored on CloudHawk's database(s) as part of the provision of services by CloudHawk to you.

3.3.20 Sell, distribute, or make any commercial use of Content or make any other use of Content in a manner which could be expected to offend any person for whom the data is relevant.

3.3.21 Cause a screen to "scroll" faster than other Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges.

3.3.22 Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.

3.3.23 Intentionally or unintentionally violate any applicable local, provincial, state, national or international law, and any regulations having the force of law.

3.3.24 Upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.

3.3.25 Access any Content or Service after your account or access has been terminated by CloudHawk.

3.3.26 Fail to complete any transaction after submitting an order to purchase any goods or services from CloudHawk, or breach any terms and conditions governing such transactions.

3.3.27 Purchase any Services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the User's alone. By completing the registration for provision of Services by CloudHawk, you represent and warrant that you have the legal right to purchase such services.

3.3.28 Use any software deployed in connection with the Site to process data as a service to other entities without the express written consent of CloudHawk or the party from whom such software may be licensed.

3.3.29 Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Site or Services offered by CloudHawk.

3.4 Monitoring. CloudHawk has the right (but not the obligation) to monitor your use of the Site from time to time to ensure compliance with these Terms of Use. You hereby consent to all such monitoring from time to time, notwithstanding that you will not have notice thereof at any given time, and notwithstanding that such monitoring may allow CloudHawk to access information with respect to you and/or your use of the Internet that you would otherwise not choose to share with others.

3.5 Other Jurisdictions. It is important to note that not all of the Content or Services are available in provinces outside of Israel. Content and Services are expressly not being made available and not offered, and CloudHawk hereby expressly denies you the right to use them, in any jurisdiction in which they are not lawful. It is your responsibility to be aware of the laws of your province or country or that otherwise apply to you in relation to any of the matters described in these pages. If you choose to access the Site from outside of Israel, you do so on your own initiative and are responsible for compliance with applicable local, national or international laws. You may not use or export or re-export the Content obtained from the Site or any copy or adaptation in violation of any applicable laws or regulations, including but not limited to the export laws and regulations of Israel in force from time to time.

#### 4. Content

4.1 Generally. Content provided by CloudHawk on the Site (including but not limited to Content contained in the Services) is believed to be accurate and reliable when placed on the Site, but CloudHawk cannot guarantee it is accurate or complete or current at all times. Content on this Site is for informational purposes only and is not intended to provide any type of advice and should not be relied upon in that regard. Where the accuracy, completeness or currency of any information contained in any Content is important to you, it is your responsibility to verify it from other sources selected by you and known by you to be reliable.

4.2 Links. Links from or to web sites outside the Site are meant for convenience only. CloudHawk does not review, endorse, approve or control, and is not responsible for any sites



linked from or to the Site, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and CloudHawk will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and CloudHawk is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

## 5. Services

5.1 The Site. CloudHawk is not actively involved in the online publication, distribution and provision of your services and information. The use of the CloudHawk site is solely at your own risk and CloudHawk will not be responsible for any loss or damage to your information and/or data or your computer hardware or software as a result of material that is downloaded or obtained from the CloudHawk site.

5.2 Exclusion of Liability. CloudHawk will use commercially reasonable efforts to ensure that any Services (whether provided free or on a fee-for-service basis) are designed and implemented to operate in accordance with their specifications and accomplish their intended goals. Notwithstanding the foregoing, under no circumstances will CloudHawk have any liability for any failure of any Service to operate properly or to accomplish its intended or stated goals or any of them. Without limiting the generality of the foregoing, you agree that CloudHawk has no responsibility or liability for the deletion, corruption or failure to store any information or other content maintained or transmitted by or in respect of any Service.

5.3 “As Is” Basis. CloudHawk and the Site act as a cloud management system wherein the User is provided with an application to control monitor and operate his cloud services. CloudHawk is not associated or involved with the services your cloud applications perform or provide and, therefore, does not guarantee, and has no obligation to you or consumers of your services, with respect to, the accuracy, timeliness, reliability or completeness of the information, results or analysis you provide. The performance of the Site and the Services, including, but not limited to, the storage of your cloud platform configuration and schema, and all information contained on, downloaded or accessed by you from this Website are provided by CloudHawk to you on an “As is” basis without warranties of any kind, either express or implied, warranties of title and implied warranties of merchantability or fitness for a particular purpose. CloudHawk does not warrant or guarantee the timeliness, sequence, accuracy or completeness of the services, text, graphics, and links on the Site.

5.4 Confidential Information Limitations. CloudHawk will endeavour to take commercially reasonable measures to ensure that personal information provided by you in the registration will be used and disclosed only in accordance with the purpose for which it was provided pursuant to our Privacy Policy. CloudHawk cannot and does not, however, guarantee that the information submitted by you will not be misappropriated, intercepted, deleted, destroyed or used by others. You agree not to hold CloudHawk liable for any loss or damage of any sort incurred as a result of any such misappropriation, interception, deletion, destruction or use of information provided through the site.

5.5 Status of CloudHawk. You acknowledge that CloudHawk is not a consumer, client, purchaser or buyer (“Buyer”) or prospective Buyer relative to you or with respect to your use of the Site, and that CloudHawk shall not be responsible for any purchasing decisions, for whatever reason, made by any Buyer respecting the products which are offered by the various cloud provides and can be purchased, activated, deactivated or terminated via our Site.

5.6 Use of Services. In addition to any other provisions herein with respect to use of the Site, you agree that you will use any Service, whether free or fee-based, solely for its intended purpose and solely in the manner that it is intended to be used.

## 6. Intellectual Property and Agency

6.1 Licence to Use. CloudHawk hereby grants to you a limited, non-exclusive, non-transferable licence only to view the Site and use the Services in compliance with these Terms of Use. The licence granted herein shall be terminable by CloudHawk in its sole discretion at any time without notice.

6.2 No Resale, Assignment or Sublicensing. Your rights hereunder are personal to you. You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms of Use, including, but not limited to, reselling, assigning, sublicensing or otherwise transferring or delegating your rights or obligations under these Terms of Use or your password and login to Separate Entities, or make any attempt to do so, without prior express written authorization by CloudHawk.

6.3 Trademarks. Certain names, words, titles, phrases, logos, icons, graphics or designs or other content in the pages of the Site are trade names or trade-marks owned by CloudHawk, or trade names or trade-marks licensed to them. The trade-marks are distinguished from one another and may (but need not be) accompanied, at first-time use, with the appropriate trade-mark symbol: ®/™/®. These symbols are keyed to their respective legend which describes the owner or licensee of the trade-mark. The display of trade-marks and trade names on pages at the Site does not imply that a license of any kind has been granted to anyone else.

6.4 Copyright. The Content is for your personal use only. The Services provided are restricted to the use set out in these Terms of Use. Any unauthorized downloading, re-transmission, or other copying or modification of trade-marks and/or the contents of the Site, including, but not limited to, the database(s), any and all software programs and modules on the Site written and developed by CloudHawk, including the cloud management system and all related software programs thereof available to the User for a fee, all source codes and data codes (the “Programs”), may be a violation of any federal or other law that may apply to trade-marks and/or copyrights and could subject the copier to legal action. The Content, Services and Programs are is protected under the copyright laws of Israel and other countries. Unless otherwise specified in these Terms of Use or in writing from CloudHawk, no one has permission to copy, redistribute, reproduce, republish, store in any medium, re-transmit, modify or make public or commercial use of, in any form, the Content, Programs or Services.

#### 6.5 Licence from User to CloudHawk.

CloudHawk does not claim ownership of the materials, which include, but are not limited to, images, graphics and any other information and content you provide to CloudHawk or post, upload, input or submit to any part of the Site for review by the general public, or by the members of any public or private community, (each a “Submission” and collectively “Submissions”). However, by permitting your database of images, graphics and other information or content that have been posted, uploaded, inputted, provided or submitted (collectively “Posting”) to be shared by the CloudHawk users community you are granting CloudHawk permission to use your Submission in connection with the operation of their Internet business and Site, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. CloudHawk is under no obligation to post or use any Submission you may provide and CloudHawk may remove any Submission at any time in its sole discretion. By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

6.6 Agency. You hereby grant CloudHawk the right, and appoint CloudHawk as your agent, during the currency of this agreement, to access and obtain, on your behalf, any and all information from third party providers of services with which you have agreements of any kind whatsoever, including, but not limited to, third party clouds, as well as retrieve and post information and materials that are necessary to provide our Services to you. You hereby permit and allow CloudHawk to use the information obtained and/or retrieved from the third party providers to accomplish the said goals, and you permit us to communicate, if and when necessary, with your customers on your behalf. Furthermore, you acknowledge that our services may or may not provide all the information and functionality that you could obtain directly from the third party providers. Subject to the preceding, you acknowledge and agree that no agency, partnership, joint venture, or any other similar relationship, is intended to be or created by these Terms of Use.

### 7. Disclaimer of Warranties and Limited Liability

7.1 Disclaimer of Warranties. THE SITE, ALL CONTENT, AND ALL SERVICES ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CloudHawk DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CloudHawk DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF CONTENT ON THE SITE. CloudHawk DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY

CONTENT OR SERVICE. CloudHawk DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

7.2 Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL CloudHawk BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND/OR RELIANCE ON THE SITE, ANY CONTENT, OR ANY SERVICE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF CloudHawk HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR ANY PART THEREOF, FROM INABILITY TO USE THE SITE OR ANY PART THEREOF, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE USE OF THE SITE OR OF ANY SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

7.3 Force Majeure. UNDER NO CIRCUMSTANCES SHALL CloudHawk BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, TRAVEL ADVISORIES OR TRAVEL ALERS ISSUED BY THE WORLD HEALTH ORGANIZATION OR THE CENTRES FOR DISEASE CONTROL, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

7.4 Limitation on Amount. In no event will CloudHawk, its vendors, suppliers or business partners be liable for any general, special, direct, indirect, incidental, consequential, punitive or any other damages of any kind, whether in an action claiming by way of contract, tortious conduct, negligence or any other theory or cause, arising out of or relating in any way to the Site. Your sole remedy for dissatisfaction with CloudHawk is to stop using the Website. If, for any reason, the foregoing limitation is found by a court of competent jurisdiction to be invalid or inapplicable under the circumstances, you agree that CloudHawk's total liability for all damages, losses, or causes of action of any kind or nature shall be limited to One Hundred USDs (0.00).

7.5 Intent of Limitations. All limitations of the liability of CloudHawk contained herein are intended to be cumulative. In the event that any court of competent jurisdiction determines that any limitation on the liability of CloudHawk is unlawful or unenforceable in any applicable jurisdiction, you and CloudHawk hereby agree that the limitations of liability of CloudHawk hereunder shall, with respect to such jurisdiction, be deemed to be those limitations that most fully limit the liability of CloudHawk within the laws of that jurisdiction.

7.6 Indemnity. By using the Site you agree to indemnify CloudHawk and its officers, directors, employees, servants and agent and forever hold them harmless from any and all claims and expenses, including legal fees, arising from your use of the Site (including for greater certainty your use of any Content or Services), or your submission of ideas and/or related materials to CloudHawk or from any person's use of any Account or password you maintain, regardless of whether such use is authorized by you. By using the Site, you are hereby agreeing to release CloudHawk and its officers, directors, employees, servants and agent from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the use of the Site, Content or Services or to any disputes regarding use of ideas and/or related materials submitted to CloudHawk. **YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES.**

## 8. Disputes

8.1 Proper Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the state of Israel applicable therein. You and CloudHawk each hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Tel-Aviv.

8.2 Limitation on Actions. Notwithstanding any other provision of these Terms of Use, neither you nor CloudHawk may initiate any action or lawsuit based in whole or in part on a) these Terms of Use, or b) your use or misuse or attempted use of the Site, unless substantially all of the acts complained of in the action or lawsuit or giving rise to the claim occurred not longer than six months prior to the date the action or lawsuit was commenced.

8.3 Additional Remedies of CloudHawk. In addition to any other remedy CloudHawk may have for any breach by you of the provisions of this Terms of Use, CloudHawk may in its sole discretion terminate your access to all or any part of the Site, Content or Services and charge you the Account Termination Charge, without notice, and shall have no liability to you in the event that it does so.

## 9. General

9.1 Time of Essence. Time shall in all respects be of the essence of this Terms of Use.

9.2 Schedules. All schedules annexed or to be annexed to the Terms of Use shall have the same force and effect as if the information contained therein was included in the body of these Terms of Use.

9.3 Headings. Any heading, subheading or marginal note contained in the Terms of Use and the table of contents, if any, preceding the Terms of Use are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of the Terms of Use or form part of the Terms of Use.

9.4 Plural. Any singular number includes the plural and vice versa.

9.5 Notice. CloudHawk will provide notice to you by email to the email address supplied by you in your Account information ("Email Address"). Notice will be effective on the day that it is sent to your Email Address.

**© CloudHawk by ShoomSoft**