

Terms and Conditions

The following terms and conditions (“**Terms**”) will apply by and between **Magnus International Search & Rescue Ltd** (“**Magnus**”) and the customer (B2C, i.e., the end customer) who receives Services from Magnus (“**Customer**”) and shall govern the Services provided by Magnus.

1. Services

The provision of Services or part of the Services may require Customer to download the Magnus Safety mobile application (the “**App**”) and/or to use the Magnus website (the “**Website**”). Use of the App and/or Website is subject to the Magnus Safety Application and Magnus Website Terms and Conditions. Customer can access the Magnus Safety Application and Magnus Website Terms and Conditions by following this link: .

If you are unwilling to accept all of the Terms, you should not check the “I accept” checkbox and you should not download/use the App, use the Website or purchase Services.

THE ENGAGEMENT BETWEEN MAGNUS AND CUSTOMER UNDER THESE TERMS AND/OR THE PROVISION OF SERVICES BY MAGNUS DO NOT REPLACE CONTACTING FIRST RESPONDERS SUCH AS MEDICAL AND SECURITY, LAW ENFORCEMENT AUTHORITIES AND FIRE SERVICES IN THE JURISDICTION RELEVANT TO CUSTOMER AND CUSTOMER IS REQUESTED TO DO SO IMMEDIATELY IN THE EVENT OF AN EMERGENCY.

To the extent practicable and permitted by law and subject to these Terms, the following services may be available to Customer by Magnus (“**Services**”):

“**Membership**” means a subscription for certain Services made by Customer and accepted by Magnus and paid for by Customer, pursuant to these Terms.

1.1. Emergency Coordination and Crisis Management –

In the event that a Customer experiences an emergency or crisis, Customer may contact Magnus to assist Customer in handling and managing the emergency or crisis, based on the specific circumstances. Interventions by Magnus will be based on Magnus team members experience and discretion, as to provide the optimal resolution of the emergency or crisis.

1.2. Search and Rescue – In the event that Customer is lost or in distress, is subject to imminent danger or risk, due to Customer’s medical condition, ongoing political or civil disruption, disorder or unrest,

Magnus will attempt, in coordination with local authorities and emergency services to search for Customer and transport Customer to a safe location. To the extent the evacuation is due to medical reasons the evacuation will be performed to nearest medical facility where appropriate medical services are available, at the sole discretion of Magnus. Magnus will consider relevant known circumstances relating to such evacuation, including but not limited to the degree of urgency, the Customer’s, appropriate means of transport etc.. Medical transportation shall be to the extent practicable, will be carried out under medical supervision, unless otherwise approved by Customer’s primary medical services provider/s, such as the Medical Service Provider/s.

1.3. Local Assistance – If the MAGNUS control center (“**MCC**”) operators deems that in-person assistance is required to assist Customer, Magnus may utilize third party contractors to provide direct assistance to Customer, such as by third party providing supplies or equipment, cash etc..

1.4. Emotional Support – At the request of Customer, Magnus will coordinate for the provision of initial and remote emotional support. Such emotional support shall not be deemed as medical or psychological treatment or counselling, telemedicine, telehealth, diagnosis, treatment, or remote monitoring. To the extent Customer is suffering from mental illness or distress that requires psychological/medical intervention, care or treatment, neither the provider of emotional support facilitated by Magnus, nor Magnus, shall be deemed to have ultimate authority over the care or primary diagnosis of a Customer and any such authority will be established between Customer and other medical services provider/s, such as the Medical Services Provider/s.

1.5. Medical Assistance and Referral – At the request of a Customer, Magnus will provide the Customer with various and available contact information, for medical services provider/s such as physicians, hospitals, clinics, dentists and dental clinics (“**Medical Services Provider/s**”) reasonably within the relevant location of Customer. Magnus will assist Customer with seeking appropriate medical

care with Medical Services Provider/s, assist with scheduling appointments and communications with Medical Services Provider/s. Customer is aware that by consulting with or receiving treatment by Medical Services Provider/s, doctor/patient relationship may form between Customer and the Medical Services Providers and that such consulting might require a disclosure of medical information. Any referral and/or recommendations made by Magnus are based upon information generally in the public domain, on the reasonable judgment of Magnus team members and their knowledge of the specific conditions and availability of medical services at the location of Customer. Magnus does not provide any representation, warranty or guarantee whatsoever relating to the quality of the medical services to be provided by the Medical Service Providers nor shall Magnus be responsible or liable for any detrimental consequences, losses, damages of any sort arising out of or caused by the services provided by any Medical Service Provider/s.

1.6. Emergency Medical Evacuation–

Magnus will arrange and coordinate for medical evacuation of a Customer if such evacuation is necessary due to Customer’s medical condition. The evacuation will be performed to nearest medical facility where appropriate medical services are available, in accordance with the recommendation of the Customer’s primary medical services provider/s, such as the Medical Service Provider/s. Magnus will consider all relevant known circumstances relating to such evacuation, including but not limited to the degree of urgency, the Customer’s fitness and ability to travel, the means of transport whether by air, land or sea, weather conditions, travel distance, political circumstances etc.. Transportation shall be to the extent practicable, carried out under medical supervision, unless otherwise approved by Customer’s primary medical services provider/s, such as the Medical Service Provider/s.

1.7. Political/Security Evacuation–

Magnus will arrange and coordinate for evacuation/extraction of a Customer if such evacuation is necessary due to dangerous and circumstances and conditions that pose a significant threat to Customer’s body/physical condition or well-being, due to ongoing political or civil disruption, disorder or unrest. Magnus will consider all relevant known circumstances relating to such evacuation, including but not limited to the degree of urgency, the Customer’s fitness and ability to

travel, the means of transport whether by air, land or sea, weather conditions, travel distance, political circumstances etc..

1.8. Magnus Intelligence – At the request of a Customer, Magnus will provide pre-travel advise consisting of a written report relating to the context/circumstances and environment of their destination, situational awareness alerts through the App which are location-based. At the request of Customer, Magnus will provide Customer management team with safety and security risk assessment consisting of contextual analysis pertaining to the safety and security situation in specific geographic locations.

1.9. Satellite Communication Devices – Customer may lease or purchase a satellite communication device (“SatCom Device”).

IT IS HEREBY CLARIFIED THAT MAGNUS’ TOTAL COST AND EXPENSES FOR PROVIDING THE SERVICES (EXCEPT THAT WITH RESPECT TO SATCOM DEVICE SERVICE, MAGNUS WILL INCURE NOT CSOT WHATSOEVER), IS LIMITED TO AN AGGREGATE AMOUNT OF US \$2,500 PER EACH CUSTOMER/MEMBERSHIP FOR EACH YEAR DURING THE TERM.

Magnus will not be required under any circumstances to pay or reimburse Customer for any costs or payments made to third parties.

2. General Terms Relating to Emergency Coordination and Crisis Management, Search and Rescue, Local Assistance, Medical Assistance and Referral and Emotional Support Services

2.1. With respect to each of the Search and Rescue, Local Assistance, Emergency Evacuation, Emotional Support Services, Medical Assistance and Referral Services, Magnus reserves the right to determine, in its sole discretion: (a) whether a Customer’s condition actually requires transportation by Magnus and/or anyone on its behalf or transportation facilitated by Magnus; and (b) to the extent Magnus deems that Customer’s condition requires transportation by Magnus and/or anyone on its behalf and/or facilitated by Magnus, then Magnus has the right to determine both the mode of transport and the location for the transport.

2.2. Magnus is entitled to refrain from providing the above mentioned Services as shall be determined by Magnus in its sole discretion, *inter alia*, in any of the following events: (a) Magnus and/or anyone on its

behalf cannot reasonably access Customer, (b) Customer is located in a region that is, not safe or hazardous, or the provision of Services may endanger Magnus and/or any of its personnel or contractors and/or Customer and/or any other third parties, (c) Customer is suffering from an infectious disease or a condition that may possibly be an infectious disease, at the sole discretion of Magnus, (d) Customer has committed or is accused of committing criminal action, (e) the provision of Service may deteriorate Customer's condition or have a negative impact on Customer's safety, health or wellbeing, (f) Customer does not provide applicable documentation necessary for transport, (h) Customer has not settled any required payment; (i) The transport is required due to deterioration in medical conditions exist prior to the Service purchase date; (j) The Customer knowingly (or reasonable should have known) enter into an dangers area; (k) Customer is a soldier or combatant or is engaged by a military/quasi military or other combatant organization or occupies a security or combat role during and event of war, armed conflict, police action, civil disorder etc..

free from such charges). In such event, Magnus might charge Customer with handling charge in an amount to be determined by Magnus. For the avoidance of doubt, if Customer fails to confirm a new delivery date, Customer shall not be discharged from the obligation to make payment for the order.

3. General Terms Regarding SatCom Device

- 3.1. Delivery date and time of the SatCom Device will be coordinated between the Customer and Magnus after approval of the Order Form (as defined below). Delivery timeframe will take into account business days only, which encompasses Sunday through Thursday, and excludes Fridays, Saturdays, holiday eves, and holidays.
- 3.2. Orders placed by 3:00 p.m., to the extent possible, will be processed on the same business day. Orders submitted after 3:00 p.m. will, to the extent possible, be processed on the subsequent business day. Orders placed on Fridays, Saturdays, holiday eves, and holidays will be processed, as much as feasible, on Sunday or the next business day.
- 3.3. On delivery Customer may be required to provide identification certificate and an order number, all at Magnus' sole discretion (Magnus reserves the right to request supplementary forms of identification as deemed necessary).
- 3.4. If the delivery is unsuccessful due to actions or omissions by Customer, including but not limited to, in the event that Customer provided an incorrect address or was not present at the delivery address, the SatCom Device will be returned to Magnus, and Customer must contact Magnus to arrange an alternative delivery date (Customer shall pay delivery fee even if the original delivery was initially

- 3.5. Delivery will be performed by a courier company selected by Magnus, in accordance with the courier company's schedule, which may be subject to alterations, and that Magnus bears no responsibility for any delays in delivery.
- 3.6. Magnus's failure to meet the suggested delivery date for any reason will not release Customer from the obligation to pay for the delivery of the SatCom Device.
- 3.7. Customer must promptly check the functionality of the SatCom Device immediately upon receiving it, and in any case, not later than 24 hours after its receipt ("**Inspection Date**"). Should any issues arise during this inspection, it is Customer's responsibility to reach out to our customer service until the Inspection Date. If no communication has been initiated with our customer service until the Inspection Date, the SatCom Device will be considered as if provided without any failures, flaws, errors or defects, and no complaints or demands in this regard will be accepted.
- 3.8. **IT IS PROHIBITED TO PRESS THE SOS BUTTON FOR FUNCTIONALITY CHECKS AND MAGNUS HAS THE RIGHT TO CHARGE A FALSE ALARM FEE ACCORDING TO ITS SOLE DISCRETION.**
- 3.9. If, upon contacting our customer service, it is confirmed that Customer has received a defective SatCom Device, Magnus will provide Customer with a new SatCom Device and arrange for the return of the faulty SatCom Device from the original delivery address.
- 3.10. The usage of the SatCom Device shall not constitute a sale or an option or license in or to any rights to the SatCom Device, unless the SatCom Device was purchased from Magnus.
- 3.11. It is the Customer's responsibility to learn to operate the SatCom Device and use it with discretion. The Customer undertakes to use the SatCom Device in accordance with the usage instructions and these Terms only. The Customer is aware that using the SatCom Device contrary to the usage instructions and/or these Terms and in an unreasonable manner may result in the SatCom Device to malfunction or not operate as required.

- 3.12. The Customer shall be responsible and liable for any damage or impairment caused to the SatCom Device, including breakage, loss/theft, moisture, and/or malfunctions due to unreasonable use. The cost of the damage will be determined by Magnus at its sole discretion. The Customer shall promptly inform Magnus of any such damage and return the SatCom Device as soon as possible. It is clarified that the deactivation of the SatCom Device and/or the inability to use it shall not release the Customer from the obligation to pay the Service fees in full and on time. Magnus is not obligated to replace the SatCom Device if it is found to have been damaged.
- 3.13. Without limiting the foregoing, Customer may not: (a) use the SatCom Device for purposes other than the purposes explicitly set forth herein; (b) directly or indirectly, reverse compile, reverse engineer, decompose, re-engineer, disassemble, copy, modify, attempt to discover the source code of, create derivative works of, adapt or otherwise make any changes to or allow changes to be made to the SatCom Device or any part or component thereof, or otherwise create, attempt to create, or knowingly permit or assist others to do same; (iii) sublet, assign, transfer, mortgage, encumber or otherwise dispose of the SatCom Device or any interest therein; or (iv) make any changes to the SatCom Device, its components, features, and/or the supporting applications and/or accessories.
- 3.14. Information regarding the SatCom Device, including countries from which the SatCom Device can be used, and updates from Magnus regarding specific services, are listed on Magnus Website and the SatCom Device's manufacture website, as may change from time to time. It is the Customer's responsibility to gather all relevant information at <http://www.satflare.com/track.asp?q=iridium#MAP> before receiving the Service, inquire about service availability in the countries they are traveling to, and comply with these instructions as they are periodically published.
- 3.15. The SatCom Device, the GARMIN EXPLORE application, and the support system on the GARMIN website support the English language only, and accordingly, usage will be conducted solely in English. For the Customer's convenience, external devices such as handheld computers and/or smartphones that support other languages will allow interfacing with the SatCom Device via Bluetooth. Additionally, sending and receiving text messages in various languages, including Hebrew, will be possible subject to the compatibility of the Customer's personal external device.

4. Term and Termination

- 4.1. The Services covered under these Terms shall commence upon the date in which the Order Form was executed and shall continue for the period agreed upon in the Order Form, unless either extended further by the parties' mutual written consent, or earlier terminated in accordance with the terms herein ("**Term**").
- 4.2. Customer may cancel an Order Form at any time by providing 3 days prior notice (the "**Cancellation Date**"). Any amounts paid to Magnus hereunder are non-refundable other than amounts paid in advance for Services intended to be rendered during a period following the date of cancellation. Regarding SatCom Device, the Cancellation Date shall be deemed the date on which Magnus actually received the SatCom Device from Customer. If the SatCom Device is not returned to Magnus upon termination or expiration of the Service, Magnus reserves the right to charge Customer for the entire cost of the SatCom Device.
- 4.3. If a discount or benefit was granted with respect to any canceled Services, Magnus will charge Customer an amount reflecting the going fee for such Services (disregarding any discount or benefit) until the Cancellation Date, and with respect to any Services for which payment was made in advance, the Customer will be entitled to a refund of the remainder amount that was paid (in advance) for Services intended to be rendered during a period following the Cancellation Date, minus the Cancellation Fee (as defined below).
- 4.4. In any event of cancellation by Customer, Magnus will charge Customer a cancellation fee in the amount equal to 5% of the Order Form value, or NIS 100.00, the lower of the two ("**Cancellation Fee**").
- 4.5. It is clarified that Magnus reserves the right to cease, either temporarily or permanently, the operation of the Services, in full or in part, for any reason and at any time, without incurring any liability toward Customer or any third party. The suspension or termination of these Services may also involve the deletion of all data stored on the Website and/or the App and/or any servers used by Magnus.
5. Cancelation of Orders by Magnus. Magnus is entitled, at its sole discretion, to cancel the Customer's order, or decline to confirm Customer's order, including but not limited in the following circumstances: (a) failure to capture complete credit card details and/or user information in the system; (b) in cases where actions contradict these Terms, or when Customer engages in unlawful activities or breaches legal provisions; (c) in

the event that Customer furnish inaccurate information; (d) if there are concerns about receiving payment for the order and/or if Customer's credit card is unavailable for use due to being blocked or restricted, or if the transaction has not received approval from the credit company; (e) in the event that the Customer owe a financial debt to Magnus or its affiliated entities, and this debt remains unpaid after the due date has elapsed; (f) if the Service is unavailable; (g) in any case where, due to Force Majeure, Magnus is unable to properly manage the Services and/or fulfill any other obligation; (h) if an error or malfunction arises during the Service listing process on the Website, including errors in pricing, descriptions, or delivery information; (i) any action or omission by the Customer that has resulted in or has the potential to cause harm to Magnus and/or other entities on its behalf, to the regular functioning of Magnus' Services, or to any third party.

6. **Representations and Warranties; Additional Undertakings**

- 6.1. Customer represents and warrants to Magnus, as follows: (a) it is not prevented or barred, in any way, from entering these Terms and performing its obligations hereunder; (b) it shall comply with all laws applicable to its performance; (c) the performance of its activities under these Terms shall not conflict or cause the breach of any agreement or undertaking to which it is subject or bound; (d) Customer is of legal age to form a binding contract with Magnus or under the strict and continuous supervision of a parent or any other qualified legal guardian, and in any case, at least 18 years of age.
- 6.2. To the extent Customer is insured, Customer hereby represents that it has disclosed and provided all medical record information to its insurance company, and that such information is true and complete.
- 6.3. As a condition for providing the Services, Customer will provide Magnus and hereby authorizes the release to (including from Customer's insurance company) or from Magnus and/or Medical Services Provider/s and/or Customer Representative, any relevant information, such as financial and medical information, reasonably required for Magnus to provide the Services and authorizes Magnus and/or its contractors to use any and all such information, subject to Magnus' privacy policy.
- 6.4. Customer hereby gives informed consent for any transportation of Customer, including for any actions required for the Search and Rescue Service, and for Magnus arranging for the provision of

medical consultation or emotional support services from medical service providers.

- 6.5. There are various benefits and risks related to the Services (in particular search and rescue, emergency coordination, on ground assistance, evacuation, mental health crisis intervention, medical assistance and referral), whether such risks relate to technology, legal risks or otherwise, and Customer hereby consents thereto. Customer agrees to read and execute all forms, waivers, releases and other necessary documents as shall be requested by Magnus and/or any entity on its behalf, all prior to actually rendering such Services.
- 6.6. To the extent Customer is unable for any reason whatsoever to communicate with Magnus and/or any entity on its behalf, whether via the Website, App or in person, or if Customer is unable to make decisions or is incapacitated (including due to permanent or temporary health conditions) Magnus and/or an entity on behalf of Magnus will try to contact an individual identified to Magnus as Customer's authorized, emergency contact ("**Customer Representative**") guardian and decision maker for the purpose of all matters and issues related to the Services.

7. **Indemnification and Limitation on Liability**

- 7.1. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. Customer is solely responsible for any and all acts or omissions taken or made in reliance on the Services. To the fullest extent permitted by law, Magnus, its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Services and Customer's use thereof including without limitation implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.
- 7.2. WITHOUT DEROGATING FROM THE FOREGOING, CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT MAGNUS IS NOT IN ANY WAY OBLIGATED TO TAKE ANY SPECIFIC ACTION IN RESPONSE TO CALLS RECEIVED AT THE MCC, NOR OBLIGATED TO PROVIDE PRIOR WARNING OF ANY EMERGENCY SITUATION AT ANY LOCATION. IN ADDITION, CUSTOMER AGREES AND ACKNOWLEDGES THAT MAGNUS IS NOT AN INSURANCE COMPANY AND THESE TERMS DOES NOT CREATE ANY 'INSURANCE LIKE' LIABILITY ON MAGNUS.

- 7.3. NOTWITHSTANDING, IN NO EVENT WILL MAGNUS, ITS DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, LICENSORS, CONSULTANTS AND/OR EMPLOYEES, BE LIABLE TO CUSTOMER OR ANY THIRD PERSON FOR ANY TYPE OF DAMAGE, LOSS, LIABILITY, CLAIM, DEMAND, COSTS AND/OR EXPENSES WHATSOEVER INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM THESE TERMS, THE SERVICES, ACT OR OMISSION, AND/OR ANY ORDER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MAGNUS HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. WITHOUT DEROGATING FROM THE AFOREMENTIONED, IN ANY EVENT (I) MAGNUS'S MAXIMUM LIABILITY IN ALL CASES AND FROM ALL CAUSES OF ACTION SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO MAGNUS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT; AND (II) MAGNUS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, LIABILITY AND/OR EXPENSE COVERED UNDER ANY PERSONNEL INSURANCE.
- 7.4. Customer agrees to indemnify and hold Magnus, and each of its directors, officers, agents, contractors, partners, licensors and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any third party claim brought against Magnus or anyone on its behalf in connection with the following: (a) Customer's breach of these Terms; (b) Customer's violation of applicable law and/or of any third party rights, including without limitation any copyright, property, or privacy right; and (c) Customer's actions or the actions of any of such representative of Customer.
- 7.5. To this extent, Magnus is and shall be subrogated to any and all rights of recovery against any party (including under any personnel insurance), even if Customer was not made whole. Customer agrees to sign any documents reasonably requested by

Magnus in order to evidence such subrogation rights and Magnus is and shall be entitled to enforce any and all rights of Customer directly against any such third party (including the insurance company of Customer). Customer hereby agrees that all costs and expenses incurred by Magnus in performing the Services are irrevocably deemed reasonable.

8. Consideration

- 8.1. As consideration for the performance of the Services, the Customer shall pay Magnus the consideration in accordance with the prices and payment terms as set forth under the order form signed by Customer with respect to the Services Customer has subscribed to on or before the commencement of the Service ("**Order Form**").
- 8.2. The amounts stated in the Order Form are exclusive of V.A.T, which shall be paid by the Customer according to applicable law against receipt of a valid V.A.T invoice.
- 8.3. The parties shall each bear their respective tax consequences resulting from or incurred by this Agreement.
- 8.4. Notwithstanding anything to the contrary, Customer is required to reimburse Magnus for any cost incurred by Magnus in excess of US \$2,500 in the aggregate, for Services performed by Magnus. At the discretion of Magnus, it may require that Customer guarantees payment by means acceptable to Magnus prior to Services are rendered (such as via credit card payment or insurance company undertaking in the form acceptable to Magnus), and Magnus is under no obligation to provide Services (including take any action under purchased Services) in the event that guarantee, or payment are not fully made or provided, as the case may be, to Magnus and to the full satisfaction of Magnus.

9. Miscellaneous

- 9.1. All information related to Customer and/or its transactions conducted as part of the Services, including via the Website and/or the App will be managed, processed, utilized, and, if needed, deleted, in compliance with Magnus's privacy policy.
- You can access the privacy policy by following this link: [\[REDACTED\]](#)
- 9.2. Magnus shall not be in breach of these Terms for failure to perform any of its obligations hereunder, regardless on whether or not such delay has been caused by or is a result of Force Majeure.

"**Force Majeure**" refers to *inter alia*, acts of God, acts of public enemy, civil strife, wars declared or undeclared, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, explosions, floods, orders by any government, governmental agency or instrumentality or by any other supervening authority, computer malfunctions, telephone system failures, issues with other communication systems, acts of sabotage, security or safety incidents or by any other unforeseeable circumstances beyond the reasonable control of Magnus.

- 9.3. Except as expressly indicated herein, each party shall bear its own costs and expenses incurred in the carrying out of its activities and responsibilities as identified herein.
- 9.4. The failure by Magnus to enforce any provision of these Terms, will not constitute a waiver of future enforcement of that or any other provision. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. CUSTOMER AND MAGNUS AGREE THAT ANY CAUSE OF ACTION 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.
- 9.5. The validity, performance and construction of these Terms shall be governed by and interpreted in accordance with the laws of the state of Israel (without regard to its conflict of law's provisions). The parties hereby irrevocably consent to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, to adjudicate all disputes arising from

or in connection with these Terms, to the exclusion of any other court.

- 9.6. All notices required to be delivered shall be effective only if in writing and shall be deemed given if delivered personally upon delivery, if delivered by email (with a receipt confirmation) within twenty-four (24) hours after delivery, and if by registered mail within seventy-two (72) hours of posting to the addresses set forth in the Order Form.
- 9.7. No agency, partnership, joint venture or employment relationship is or shall be created by virtue of these Terms. These Terms may be modified, changed or amended by Magnus in accordance with Magnus' sole discretion by publishing the new amended Terms on the Website.
- 9.8. Other than as specifically set forth herein, these Terms, including all the Exhibits hereto, set forth the entire agreement and understanding between the parties, and supersedes all prior agreements, understandings and discussions, regarding the subject matter hereof. No amendment, change, modification or waiver of any provision of these Terms will be binding unless set forth in a written document signed by the parties (in the case of amendments or modifications) or the party to be charged thereby (in the case of waivers). No waiver by any party of any breach on the part of the other party will be a waiver of any subsequent breach. The Customer shall not assign any of its obligations and rights under and according to these Terms to any third party without Magnus' prior written consent. Subject to the preceding sentence, these Terms and the rights, duties and responsibilities of the parties hereto shall not be assigned to a third party without the prior written consent of the other party, which shall not be unreasonably withheld.

[*End of Terms and Conditions*]