

Magnus Safety Application and Magnus Website

Terms and Conditions

1. Acceptance

- 1.1. These Terms and Conditions (the “**Terms**”) you are reading are a legally binding agreement between Magnus International Search & Rescue Ltd (“**Magnus**”) and yourself (“**you**” or “**User**” or “**Client**”). By downloading, installing, accessing, or otherwise using the Magnus Safety mobile application (the “**App**”) and/or purchasing Services and/or using Magnus website (the “**Website**”) you agree that you have read, understood, accept and agree to be bound by these Terms.
- 1.2. **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, purchase Services or use the Website.**
- 1.3. You declare that by acceptance of these Terms and/or by using the App and/or the Website you are: (a) 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; (b) not prevented or barred, in any way, from entering these Terms and/or using the App and/or Website; (c) not in breach or conflict with any other agreement, undertaking or law to which you are subject or bound; and (d) not barred from receiving the Services (as defined below) under the laws of the country in which you are resident or from which you use the App and/or the Website.
- 1.4. You hereby acknowledge that your right to use the App and/or the Website is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of the terms contained in these Terms, your right to use the App and/or the Website shall immediately terminate, and you shall immediately refrain from using the App and/or the Website. If the App and/or the Website or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any right to use the App and/or the Website, and must refrain from using the App and/or the Website.
- 1.5. YOU HEREBY ACKNOWLEDGE THAT THE USE OF SOME OF THE FUNCTIONALITIES OF THE APP AND WEBSITE ARE DEPENDENT ON INTERNET CONNECTION AND WITH RESPECT TO THE APP, CELLULAR COVERAGE IN THE LOCATION IN WHICH THE APP IS BEING USED. ACCORDINGLY, MAGNUS DOES NOT AND CANNOT GUARANTEE FULL USE OF THE APP IN TIMES AND/OR LOCATIONS WITH NO OR POOR INTERNET AND/OR CELLULAR RECEPTION.
- 1.6. To the extent that there is a contradiction and/or inconsistency between any of the conditions in these Terms, and the English version of the Terms which is available at (<https://magnusafety.com/wp-content/uploads/2024/01/Terms-and-Conditions-Magnus.pdf>) , the wording and provisions most favorable to Magnus shall apply and prevail.

2. Description of the App and the Website

- 2.1. About Magnus. Magnus is a world-renowned emergency management and search and rescue service provider with over 30 years of life-saving experience. Rescue services are supported by a global asset network that provides emergency solutions almost 24/7 and almost anywhere in the world for travelers, business enterprises, insurance companies, and governments (“**Magnus Activity**”).
- 2.2. The Website. The Website provides information about Magnus Activity, case studies, the team, career, magnus services (including risk assessment, control center, search and rescue, medical assistance, contingency planning, critical skills training, situational awareness, smartphone interface, satellite communication devices and mental health (the “**Services**”)), Magnus memberships (the “**Membership**”) and includes an option to contact Magnus in

various ways. In addition, the Website serves as a platform to or purchase Membership that will provide you with a package of various predetermined Services (that in any event will not include the satellite communication device (“**SatCom Device**”). For purchasing other Services/Memberships, you can leave details under the applicable Website’s page and Magnus will contact you. For the avoidance of doubt, it is clarified that Services include any service suggested under the Website without limitation to the list above.

2.3. **The App.** The App is a tool for enhanced safety, and it provides *inter alia*, real time danger alerts and a quick-access SOS button. Please note that certain Services are available only via the App. The App is suggested to individuals, to business that wish to equip their employees with Magnus Services when traveling abroad, insurance companies and to governments.

3. **License Grant to Use the App and/or the Website**

3.1. Subject to your agreement and compliance with these Terms, Magnus hereby grants you a personal, non-exclusive, non-transferable and non-sublicensable revocable license, which is time-limited to the term of these Terms, to use the Website and to install the App on one (1) mobile device, and to use during the subscription term, solely for your internal use. For the removal of doubt, no commercial use may be made by you or any others on your behalf with the use of the App or the Website without Magnus’s prior written consent. The App and the Website are licensed, not sold, to you for use only under these Terms. Magnus reserves all rights not expressly granted to you.

3.2. Magnus may make modifications, adjustments and upgrades to the App and/or the Website (collectively, “**Updates**”), as it deems necessary. These Terms will apply to any Updates that Magnus may make available to you unless the Update is accompanied by a separate license, in which case the terms of that license will govern. You agree that Updates may require you to change or update your App, and may affect your ability to use, access or interact with the App and/or the Website. Magnus is not obligated to provide any maintenance, technical or other support for the App and/or the Website.

4. **Access to the App and/or the Website**

It is your responsibility to ensure that the device you use, including without limitation, your computer or mobile device meets all necessary technical specifications to enable you to access and use the App or the Website. You are solely responsible for all fees charged by third parties related to your access and use of the App or the Website (e.g., charges by internet service providers, cellular data, airtime charges, etc.), and Magnus will not be any way liable or responsible for any fees, costs and/or expenses in connection therewith. Magnus cannot guarantee that the App, the Website or any Services (such as connectivity or accessibility of satellite communications) will always function without disruptions, delay or errors. Various factors can impact the quality of your experience while using the Website or the App (including your ability to use the Services or any part of them), potentially resulting in communication failures or disruptions. These factors may include, but are not limited to, issues with your local network, firewall, Internet service provider, public infrastructure, and power supply. Magnus takes no responsibility for any disruption, interruption or delay caused by any failure of, or inadequacy in any of these items or any other items over which Magnus have no control, including, but not limited to, failures or delays that 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.

5. **Account Information**

5.1. Magnus will provide you with a personal username to log-in and use the App (the “**App Account**” and the “**App Login Information**”). In addition, your use of the Website may require the creation of an account (the “**Website Account**” and collectively with the App Account, the “**Accounts**”) which may also require personal username and password and additional details as your name, phone number and e-mail address (the “**Website Login Information**” and collectively with the **App Login Information**, the “**Login Information**”). The following rules govern the security of your Accounts and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and account information, including usernames, passwords or security questions created for the purpose of using the Website or the App.

5.1.1. You shall not share your Accounts or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Accounts;

5.1.2. In the event you become aware of, or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Accounts, you must immediately notify Magnus and modify your Login Information;

5.1.3. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;

5.1.4. You are responsible for anything that happens through your Accounts, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties. You therefore acknowledge that your Accounts may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;

5.1.5. You undertake to monitor your Accounts and restrict use by any individual barred from accepting these Terms and/or accessing or using the Website and/or the App, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Website and/or the App by any of the above mentioned; and

5.1.6. Magnus reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party’s rights.

5.2. You hereby acknowledge and agree that upon activation of the App, and only during the subscription term for the Service, Magnus will have access to your microphone recordings and location data. Any personal information you provide us when using the App or the Website, which may include, *inter alia*, your name, identification number, address, geographic location, e-mail address, cellphone number, and any such other information, will be held and used in accordance with the App’s Privacy Policy or the Website’s Privacy Policy, as applicable.

5.3. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes. You represent and warrant that you have full right and authority to provide Magnus with the foregoing information, including, without limitation, any third party’s consent (to the extent required under any applicable law).

6. **Accounts Termination or Termination of Services**

6.1. Magnus reserve the right to cease, either temporarily or permanently, the operation of the Services, in full or in part, and/or restrict access to the Website and/or the App, in full or in part, for any reason and at any time, without incurring any liability toward you or any third party. The suspension or termination of the Services, the App or the Website may also involve the deletion of all data stored on the Website and/or the App and/or any servers used by Magnus.

- 6.2. Magnus may refuse access to the Website and/or the App or may terminate your Accounts without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or illegal or improper use of the Website and/or the App, or suspected violation of Magnus' intellectual property as determined by Magnus in its sole discretion. You may lose any content included in your Accounts or related to them (as your user-name) because of Accounts termination, without responsibility on the part of Magnus for any damage that may result from the foregoing. If you have more than one Account, Magnus may terminate all of your Accounts. If Magnus decides to terminate your account, you are not allowed to re-engage with or utilize the Services again without explicit authorization from Magnus. The above shall not derogate from any rights or actions available to Magnus in case of a breach of the Terms or any applicable law, and Magnus reserves the right to pursue legal actions to exhaust all available remedies under these Terms and/or in accordance with applicable law.
- 6.3. Magnus has the discretion to decline account maintenance, including associated information, and deny access to the Website, the Services, or the App to any individual. If you suspect that any action has been taken regarding your account, please reach out to us at Service@magnus.co.il.
- 6.4. If you wish to deactivate your Accounts, you can initiate this procedure by contacting with our customer service at any time during business hours. Your Account will be deactivated within 5 business days from the date we receive your request. Please note that simply not using the Account does not result in its automatic closure.

7. **Purchases and Credit Card Information**

- 7.1. **Purchases of Services.** To place an order on the Website, you should initially choose the desired Service, click "Get this Service" and insert your contact details as required. We will try to reach you as soon as possible in order to confirm and complete your order. Each Service available on the Website is accompanied with an information describing what the Service includes. If anything is unclear, please feel free to contact us for further information/clarifications. Magnus may modify such information at its discretion, including adding or removing details or Services which Magnus no longer provides, all without prior notice or warning.
- 7.2. **Purchases of Membership.**
 - 7.2.1. Certain Membership(s) are available for purchasing through the Website and others by Magnus representatives. To purchase a Membership through Magnus representatives you should press on "Safety Membership", click on the Membership you would like to purchase (a Membership for personal, enterprise, insurance companies or governments) and "Meet with our Sale Experts". You shall pick the Services suit you, insert your contact details, and we will try to reach you as soon as possible in order to confirm and complete your order. To purchase a Membership through the Website, you shall press "Get a Membership" and insert all the required details. The prices on the Website include VAT. Magnus is entitled to occasionally and at its discretion modify the Membership prices on the Website, without any requirement to give prior notice. The final price is the one presented to you at the conclusion of the order process. Magnus endeavors to maintain the correctness of the prices displayed on the Website, although occasional inaccuracies or errors may still arise. If an error is identified in the pricing of the Membership, Magnus will provide you with the option to either buy the Membership at the accurate price or cancel the order. You are aware that the prices of the Membership on the Website may not necessarily match those on other platforms (including resellers, suppliers, and other Magnus stores, as well as third-party sellers). However, the prices listed on the Website are always considered the definitive and obligatory prices for any purchases made through the Website.
 - 7.2.2. Purchasing a Membership through the Website requires you to create a Website Account, provide billing details (such as first name, last name, country, address, etc.), and payment method/details (for secure payment, either by credit card or telephone payment).

- 7.3. Payments are processed through a third-party payment processor (a "**Payment Processor**") and then paid to Magnus. In the event of credit card fraud or unauthorized use of your account(s) by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible, but we cannot assure that. In addition, you agree: (i) that the services of Payment Processors may be used to process transactions; (ii) to review and be bound by the Payment Processor's terms of use and privacy policy; (iii) to only provide valid and current information for yourself; and (iv) that all payments made are final and non-refundable. You acknowledge that you may need to hold, or register, an active account with the Payment Processor. We are not responsible or liable for any activities or conduct of a Payment Processor, and you agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us and any of our managers, directors, officers, shareholders, partners, affiliates, employees, consultants, service providers and/or any other person or entity acting on our behalf, in connection with or related to the conduct or any act or omission of a Payment Processor.
- 7.4. You are required to use a credit card that is registered under your own name exclusively. If you choose to use a third party's credit card details, you must do so with the explicit consent of the registered owner of the credit card. In such cases, you assume complete responsibility and agree to promptly indemnify Magnus for any claims or demands made by the credit card owner or any third party related to your utilization of the aforementioned credit card.
- 7.5. After the Payment Processor confirms the successful financial transaction for the Membership, Magnus will send an order confirmation to the email address provided by you. If you do not receive such confirmation within 24 hours of placing your order, we advise you to reach out to us via phone, email, or the contact form available on the Website.
- 7.6. It is your responsibility to verify that all the information provided is accurate, complete, up-to-date, and correct. Magnus assumes no responsibility for any inaccuracies or malfunctions that may arise due to incorrect details entered by you. Intentionally furnishing false information may potentially be considered a criminal offense. Legal actions, both civil and criminal, may be pursued against individuals who supply false information. This may encompass claims for damages incurred by Magnus due to disruptions in the Website's operation.
- 7.7. In the event that the transaction was not approved by the Payment Processor, you will receive an appropriate notification either from Magnus or the Payment Processor, in accordance with its procedures.
- 7.8. The successful completion of the purchase transaction is contingent upon the ability to render the Services at the time of order finalization. In cases where a Service is unavailable for any reason, Magnus reserves the right to inform you about the order's cancellation or propose an alternative Service. If you decline the alternative Service, Magnus may choose to cancel the order. Such notifications will be conveyed to you via email and/or telephone message, as determined by Magnus. You acknowledge that you have no grounds for claims against Magnus, and by placing the order, you fully, irrevocably and unconditionally waive any such claims.
- 7.9. An order that has not been confirmed by receiving an order confirmation as stated above will not obligate Magnus in any way.
- 7.10. After an order has been placed, it cannot be altered or canceled on the Website. If you have any inquiries about an existing order or wish to make changes or cancellations, in accordance with the Terms hereof, you should promptly contact Magnus' customer service through the contact page on the Website or App or by dialing the number at +972 50-889-9691.

8. **Benefits**

Magnus is entitled to provide promotions, discounts, or other benefits (collectively, “**Benefits**”) on the Website based on its own terms and at its discretion. Some Benefits may be exclusively available to members of Magnus customer club. These Benefits are subject to time limitations, quantity restrictions, and availability of the Services. Magnus reserves the right to discontinue, substitute, or modify these Benefits at any time without prior notice. In most cases, multiple discounts or benefits will not be applied to Services sold on the Website, unless explicitly specified otherwise.

9. **Rules of Conduct and Usage**

- 9.1. You represent and warrant that you have full right and authority to use the App and/or the Website and/or the Services and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the App and/or Website and/or the Services. Without limiting the foregoing, and recognizing the global reach of the Internet, you agree to comply with both local and international regulations governing online conduct. Additionally, you undertake to adhere to all applicable laws concerning the transmission of content and the safeguarding of individuals' privacy.
- 9.2. You agree to abstain from engaging in any deceptive or fraudulent actions targeting Magnus or any User, and you would not participate in dishonest behaviors while utilizing the Website, the App and/or the Services.
- 9.3. In addition, and without derogation from the above, you agree that you shall not:
 - 9.3.1. Access and use the App or the Website, if you are barred from receiving or using the App or Website under the provisions of these Terms or any applicable law;
 - 9.3.2. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by Magnus or by applicable statutory law), modify or alter any part of the App or the Website;
 - 9.3.3. Violate the contractual, personal, intellectual property or other rights of any party, including by using, uploading, transmitting, sharing, or in any other manner make any information or material provided through the Website available in a manner that infringes copyrights, trademarks, patents, trade secrets, or any other rights of any party (including rights related to privacy or advertising).
 - 9.3.4. Rent, lease, sell, trade, gift, bequeath or otherwise transfer your Accounts or any content provided to you as part of the Services to anyone without Magnus' prior written consent;
 - 9.3.5. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, defamation, or invasion of privacy, identity theft, unauthorized computer access, counterfeit software distribution, scams, or unauthorized service access;
 - 9.3.6. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the App or the Website.;
 - 9.3.7. Upload, execute, or transmit (or attempt to do so) files that include viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any comparable software or program that could initiate fraudulent orders, disrupt the Website's and/or the App's functionality, or damage the computers or mobile devices of other Users;

- 9.3.8. Initiating or enabling the activation of any computer application or similar methods with the intent to search, scan, copy, or automatically retrieve content from the Website and/or the App. This includes software designed to replicate information or content from the Website and/or the App, either in its entirety or partially, and the creation or use of such methods to establish a compilation, collection, or database containing content sourced from the Website and/or the App;
 - 9.3.9. Fabricating a deceptive persona, generating multiple identities or user accounts, establishing an account in the name of another individual, using bots or automated scripts to engage in fraudulent activities, or otherwise infringing upon these Terms and/or the terms of service of third parties is strictly prohibited;
 - 9.3.10. Attempt to obtain passwords or other personal information from other Users, including personally identifiable information (whether presented as text, images, or video), identification documents or financial information;
 - 9.3.11. Create documents or present presentations related to or involving Magnus without obtaining prior written approval from Magnus. This includes marketing advertisements and any use of Magnus' trade name, trademarks, or samples on the Website and/or the App;
 - 9.3.12. Access or use an account that has been rented, leased, sold, traded, gifted, bequeathed or otherwise transferred from the account creator without the prior written consent of Magnus;
 - 9.3.13. Engage in any fraudulent activity in relation to payment methods; and
 - 9.3.14. remove or destroy any copyright or restricted rights notices: (a) affixed to any media containing the App and/or the Website; or (b) incorporated within the App and/or the Website.
- 9.4. The utilization of the Website, App, and the Services offered therein is exclusively intended for personal and private use. Please refrain from copying, publicly displaying, using, or permitting others to use the content found on the Website or within the App for any purpose, whether commercial or otherwise, that deviates from personal and private consumption. Additionally, do not utilize the Website for purchases with the intention of resale. Magnus reserves the right to establish a maximum quantity of Services that can be acquired in a single transaction, and it also retains the discretion to cancel or reduce the quantity of such Service to be provided to the Client if such actions are deemed a violation of the Terms.
- 9.5. Magnus exclusively sells the Services to individuals who are adults, meaning those over the age of 18. In cases where a user is a minor, they may only use the Website or make purchases with the explicit permission of a parent and/or guardian. It is the responsibility of the parent and/or guardian to inform minors who wish to browse the Website and/or the App about the Terms and to supervise their activities to ensure compliance with these Terms. Any actions taken by minors on the Website and/or the App are considered as consent by both the minors and their parent and/or guardian to the Terms. Magnus retains the right, at its sole discretion, to decline service, terminate accounts, and cancel orders in any instance where the customer is under the age of 18.

10. **Intellectual Property Ownership**

- 10.1. Magnus and/or its affiliates retain all rights in the App and the Website (including, but not limited to, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, the “**App and Website Materials**”). The entire contents of the App and Website are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause or permit any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative

works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the App or the Website pursuant to these Terms or otherwise exploit any of the App and Website Materials without Magnus's explicit, prior written consent. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written consent from Magnus. Any duplication or redistribution of any of the App and Website Materials that does not comply with these Terms is strictly prohibited and will result in the termination of your Accounts, as well as exposure to civil and criminal penalties.

- 10.2. Except as mentioned in Section 3 above, these Terms and your use of the Website or App do not grant you or anyone on your behalf any right or license of any kind over any right in the Website or the App and intellectual property associated with it or embedded in the Website or the App (including, but not limited to, software, models, methods, graphics, texts, information, images, videos, sound, music, and other files), as well as in any additions, developments, upgrades, improvements, updates, and/or derivative creations of the App or Website, at any time and from time to time, except for the right to use the Website and App in accordance with these Terms.

11. User Content

- 11.1. Some areas of the Website of the App allow to submit, post, display, provide, or otherwise make available content such as pictures, videos, comments, questions, and other content or information (any such materials you upload, submit, post, display, provide, or otherwise makes available on the Service is referred to as "**User Content**").
- 11.2. You shall make available only accurate information. You are the sole responsible for the accuracy of User Content you post or transmit through the Website, or the App. User Content does not represent the views or opinions of Magnus, and there is no assurance of its validity, reliability, accuracy, or legality. Magnus bears no responsibility for the User Content and information exchanged between users, with the complete responsibility resting on the user who shared or transmitted the content.
- 11.3. Magnus reserves the right (but shall at no time be obligated) to, in its sole discretion, refuse to publish, remove, block, edit, move, disable or permanently delete User Content from the Website with or without notice for any reason whatsoever. In addition, Magnus may also block the user or prevent the user from publishing additional content.
- 11.4. As the Website's content will be available to internet users, it is prudent for every user to exercise caution and attentiveness when managing the content and information they share or transmit via the Website or the App.
- 11.5. Without derogating from section 13.3 above, MAGNUS CLAIMS NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. However, by posting/displaying any content you hereby grant Magnus a non-exclusive license to access your User Content, and to use and analyze it, per Magnus sole discretion.

12. Confidential Information

- 12.1. You acknowledge and agree that the App and Website contain valuable trade secrets and confidential information of Magnus. Accordingly, you agree to maintain the confidentiality of any proprietary information received by it during, or prior to entering into, these Terms, including, without limitation, any trade secrets and other proprietary information, that you should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information and all other information obtained during the use of the App or the Website as permitted hereunder ("**Confidential Information**").

- 12.2. The restriction herein shall not apply to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of yours. You agree not to use said Confidential Information for any purpose except as necessary to exercise your rights under these Terms. You shall protect the secrecy of and avoid disclosure and unauthorized use of Magnus' Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care.

13. Disclaimer of Warranty; Limitation of Liability; Indemnification

- 13.1. The App and the Website are provided on an "AS IS" and "AS AVAILABLE" basis. You are solely responsible for any and all acts or omissions taken or made in reliance on the App, the Website or the Services.
- 13.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, IN NO EVENT WILL MAGNUS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY TYPE OF DAMAGE, LOSS, LIABILITY, CLAIM, DEMAND, COSTS AND/OR EXPENSES WHATSOEVER INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE APP, THE WEBSITE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE APP OR THE WEBSITE, OR FROM THE SERVICES (INCLUDING WITHOUT LIMITATION NOT PROVIDING CERTAIN SERVICES, PERFORMING OR NOT OF CERTAIN ACTS) 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. WITHOUT DEROGATING FROM THE AFOREMENTIONED, IN ANY EVENT MAGNUS'S MAXIMUM LIABILITY IN ALL CASES AND FROM ALL CAUSES OF ACTION SHALL BE LIMITED TO THE SUM OF US\$50.

To clarify, in all instances where these Terms explicitly state that Magnus disclaim warranties, liability or responsibility, this also applies to its shareholders, directors, officers, agents, contractors, partners, consultants, affiliates and employees with the required amendments.

- 13.3. Without derogating from section 13.2 above, Magnus assumes no liability or responsibility for any:
- 13.3.1. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content available at the App and/or the Website or otherwise provided to you, including any medical information/assistance;
 - 13.3.2. Any unauthorized access to or use of Magnus's servers and/or any and all personal information and/or financial information stored therein;
 - 13.3.3. Any interruption or cessation of transmission to or from the App and/or the Website;
 - 13.3.4. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the App and/or the Website by any third party;
 - 13.3.5. Any results that may be obtained from the use of the App and/or the Website; and/or
 - 13.3.6. The quality of any information, or other material obtained by you through the App and/or the Website;
- 13.4. YOU HEREBY AGREE AND ACKNOWLEDGE THAT MAGNUS IS NOT IN ANY WAY OBLIGATED TO TAKE ANY SPECIFIC ACTION IN RESPONSE TO CALLS RECEIVED AT THE CALL CENTER, NOR OBLIGATED TO PROVIDE PRIOR WARNING OF ANY EMERGENCY SITUATION AT ANY LOCATION.

- 13.5. You agree 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 of the following:
- 13.5.1. Your use of, and access to the App and/or Website and/or the Services;
 - 13.5.2. Your violation of any term of these Terms;
 - 13.5.3. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
 - 13.5.4. Your violation of any law or instruction of a competent authority that applies to you.

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 Client was not made whole. Client 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 Client directly against any such third party (including the insurance company of Client).

- 13.6. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, then the limitations included in this section shall be interpreted to the maximum extent permitted under applicable law.

14. **Feedback**

If you send or transmit any communications, comments, questions, suggestions, or related materials regarding the Website and/or the App, whether by email or otherwise (collectively, "**Feedback**"), such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Magnus is free to use, without any attribution or compensation to you, any and all Feedback for any purpose whatsoever. You understand and agree that Magnus is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

15. **Third Party Material**

- 15.1. You may be able to access, review, display or use third party website, resources, content, information or links to other websites or resources (the "**Third Party Materials**") via the Website and/or the App. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and Magnus disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Website or the App. You acknowledge and agree that Magnus: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or Website on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Website or the App. Your ability to access or link to Third Party Materials or a third party website does not imply any endorsement by Magnus of Third Party Materials or any such third party website.
- 15.2. These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials. You may not use any Third Party Materials

for which you have not obtained appropriate approval to use. Magnus cannot grant permission to use third party content.

16. **Communication Channels**

The Website and/or the App may provide communication channels such as blogs, forums, communities, or chat areas (collectively, “**Communication Channels**”) designed to enable the communication of Users with each other and Magnus. Magnus is under no obligation to monitor these Communication Channels but may do so and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. Magnus may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by Magnus, and these communications should not be considered reviewed or approved by Magnus. You will be solely responsible for your activities within the Communication Channels and under no circumstances will Magnus be liable for any activity within the Communication Channels. You agree that some of your communications within the Communication Channels may be public, and unless provided otherwise under Magnus’s Privacy Policy, you have no expectation of privacy regarding such use of the Communication Channels. Magnus is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

17. **Consumer Database**

- 17.1. The Website may provide you with the opportunity to become a part of Magnus' consumer database. Enrolling in the consumer database and usage of the services suggested in related to it are governed by these Terms, which also include the privacy policy.
- 17.2. When enrolling in the consumer database, you will be requested to furnish personal information and grant consent for utilizing this data to send various forms of communications(including targeted advertisements). You shall supply accurate, precise, and comprehensive information exclusively. Providing inaccurate information may hinder the ability to join the consumer database and, if necessary, may result in the suspension of contact with the User.

18. **Notices**

Notices, agreements, disclosures, and any other communications to you may be made via the App and/or the Website and/or e-mail (including by links to such communications). You agree to receive all agreements, notices, disclosures and any other communications that Magnus provides as aforementioned, and that its delivery in such manner satisfy any legal requirement that such communications be in writing. Any and all e-mail notices sent to you will constitute sufficient and effective delivery and notice to you, whether or not you access or review the notice and shall be deemed to have been delivered to you one business days from its delivery by Magnus. Magnus might (without any requirement) communicate with you also through mail or telephone using the information available in your Accounts or any other details you have provided to us.

19. **The App and the Website’s Content**

The content found on the Website and/or within the App serves purely as general information and should not be considered a recommendation or opinion regarding the purchase of any service and the Users acknowledge and accept that any reliance on the information provided on the Website and/or in the App, including images and recommendations, is entirely at their own discretion and responsibility. Commercial content, such as ads and advertisements that may appear on the Website from time to time, should not be construed as an endorsement or encouragement to purchase the advertised product or service.

20. **Modifications of the Website and/or the App**

Magnus reserves the right, at its sole discretion, to periodically modify, update, enhance, or alter the Website and/or the App's structure, appearance, service scope, availability, and provided content (which may include introducing fees for certain content or services, as determined), as well as any other aspect related to the Website and/or the App, without prior notification to users. Such changes may result in temporary inconveniences or disruptions. You acknowledge that you will not have any claims, complaints, or demands against Magnus for the above-mentioned actions or for any malfunctions.

21. **Notification and Removal Procedure**

If you find any content on the Website or the App that you deem offensive or believe it infringes upon any rights, including intellectual property rights, or if you come across links or references on the Website or the App leading to such content, please promptly reach out to us via email at service@magnus.co.il. When reporting, kindly provide the following details: the nature of the infringement or violation, a link to the specific webpage on the Website (or the applicable page on the App), and your contact information. Magnus will investigate the issue and get in touch with you if further information is needed.

22. **Privacy**

- 22.1. All information related to Users and/or their transactions conducted 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 App' privacy policy by following this link:

<https://magnusafety.com/wp-content/uploads/2024/01/Privacy-Policy-magnus.pdf>

You can access the Website's privacy policy by following this link:

<https://magnusafety.com/privacy-policy/>

- 22.2. Any information you provide to Magnus when you create or update your Accounts or use the Website and/or the App, including Login Information, will be held and used in accordance with these terms and our aforementioned privacy policy.

23. **Miscellaneous**

- 23.1. Magnus shall not be in breach of these Terms for failure to perform any of its obligations hereunder, and the time required for performance shall be extended for a period equal to the period of such delay; provided, that such delay has been caused by or is a result of Force Majeure.
- 23.2. By using the App and/or the Website, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and Magnus. Any claim or dispute between you and Magnus that arises in whole or in part from your use of the App shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel Aviv, Israel.

- 23.3. 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. YOU AND MAGNUS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, THE APP OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 23.4. These Terms constitute the complete and exclusive agreement between Magnus and you regarding its subject matter and supersedes all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter.
- 23.5. Magnus is entitled to assign its rights and obligations toward you to third party, provided that your said rights are not adversely affected. You are not allowed to assign or transfer any of your rights or obligations to any third party, without obtaining prior written approval from Magnus.
- 23.6. For any questions about these Terms or any other issue regarding Magnus, the App or the Website please contact us at: Service@magnus.co.il.

Last updated: January 22, 2024.

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