

WINN.AI LABS LTD.

TERMS AND CONDITIONS

Last updated: 23 April 2023

Welcome to <https://winn.ai/> (the “Site”). Please read the following terms and conditions (the “Terms”) carefully before using this Site so that you are aware of your legal rights and obligations with respect to Winn.AI Labs Ltd. (“Winn.AI”, “we”, “our” or “us”). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agreed to comply with, and be legally bound by, these Terms. These Terms incorporate our Privacy Policy (please see Section 6) and by agreeing to these Terms, you confirm that you also accept and agree to the Privacy Policy. If you do not agree to be bound by these Terms please do not access or use the Site.

1. **Background**

The Site is intended to provide information about Winn.AI and its products and services.

2. **Eligibility**

You are only entitled to use the Site, if you comply with all of the following: (i) you are at least 18 years old; (ii) you are an individual who is not considered a minor or under the age of majority adulthood in your specific jurisdiction(s); (iii) you have the right, authority and capacity to enter into these Terms and to abide by all the terms and conditions of these Terms; and (iv) you are using the Site from any jurisdiction in which it is illegal to do so. If you are not in compliance with any of the above, please do not visit or use the Site.

3. **Site Access; Modification**

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

We reserve the right, at our sole discretion, to change these Terms at any time. Such change will be effective immediately following posting of the revised Terms on the Site or by any other means of notification, and your continued use of the Site thereafter means that you accept and agree to those changes.

4. **Prohibited Activities**

You shall not: (i) use the Site for any purpose other than for the purpose hereunder, or contrary to the terms of this Agreement or applicable laws; (ii) copy, distribute or modify any part of the Site without our prior written authorization; (iii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iv) disrupt servers or networks connected to the Site; (v) attempt to access or discover the Site’s source code; (vi) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Site; or (vii) circumvent, disable or otherwise interfere with the Site, including the security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

5. **Intellectual Property Rights**

Content; Marks. The: (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, services and interactive features (collectively, the “Content”) and all intellectual property rights therein; and (iii) the trademarks, service marks and logos contained therein (“Marks”), are the sole property of Winn.AI and its licensors, and may be protected by applicable copyright or other intellectual property laws and

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Use of Content. Content on the Site is provided to you for your information and for personal and private use only, and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

6. **Privacy; Disclosure**

Our Privacy Policy is available at <https://winn.ai/privacy-policy>.

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

7. **Links**

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

8. **No Warranties**

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

TO THE FULLEST EXTENT POSSIBLE UNDER LAW, THE SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WINN.AI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

REGARDLESS OF WINN.AI'S EFFORTS, WINN.AI DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING OR OTHER REASONS. YOU AGREE THAT WINN.AI WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, WINN.AI DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

9. **Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WINN.AI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF WINN.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WINN.AI FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED USD 1,000.

10. **Third Party Services, Content and Links**

While using the Site, you may view content or services provided by third parties, including advertisements. Winn.AI does not control, endorse or adopt such content or services, and it may not always be accurate or current. Without derogating from the generality of the foregoing, it is emphasized that all content provided by third parties are not provided by Winn.AI or anyone on its behalf, and Winn.AI does not control, endorse or adopt any such content.

Accordingly, Winn.AI recommends that you independently verify all information before relying on it, and any decisions or actions taken based upon such information is your sole responsibility.

The Site may also contain links, content, advertisements, promotions, logos and other materials to platforms, websites or software that are controlled or offered by third parties (the “**Links**”). Winn.AI caution you to ensure that you understand the risks involved in using such websites, software, platforms or materials before retrieving, using, relying upon or purchasing anything via these websites, platforms or software or based on such materials. The inclusion of Links in the Site is not an endorsement, authorization, sponsorship, affiliation or any other connection between Winn.AI and those websites, platforms, software or their operators. Such Links are provided solely for your convenience, and you hereby agree that under no circumstances it will hold Winn.AI liable for any loss or damage caused by use of or reliance on any content, goods or services available on other websites, platforms or software.

11. **Breach; Indemnity**

Without prejudice to any other rights, if you breach, in whole or in part, any provision contained herein, Winn.AI reserves the right to take such action as it sees fit, including terminating these Terms or any other agreement in place with you, and taking any legal action against you.

You agree to fully defend, indemnify and hold harmless Winn.AI and our affiliates, shareholders, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney’s fees) arising from: (i) your use of, or inability to use, the Site; (ii) your interaction with any Site user; (iii) your violation of these Terms; or (iii) any violation by you of any law or any third party rights.

12. **Term and Termination**

These Terms are effective until terminated by Winn.AI. Winn.AI at its sole discretion, at any time, has the right to terminate these Terms, or your access to the Site or any part thereof, immediately at any

time and with or without cause (including, without any limitation, for a breach of these Terms). Winn.AI shall not be liable to you or any third party for termination of the Site or any part thereof. If you object to any term or condition of these Terms or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site.

Upon termination of these Terms, you shall cease all use of the Site, and the following sections shall survive termination hereof: 5 (*Intellectual Property Rights*), 6 (*Privacy; Disclosure*), 8 (*No Warranties*), 9 (*Limitation of Liability*), 10 (*Breach; Indemnity*), 12 (*Term and Termination*), 13 (*Independent Contractors*), and 14 (*Miscellaneous*).

13. **Independent Contractors**

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

14. **Miscellaneous**

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY WAIVED.