

## **TERMS AND CONDITIONS**

These Terms and Conditions ("**Terms and Conditions**") are a legally binding agreement between you, the person or entity that will be accessing or using our website (referenced below as "**You**" or "**Your**"), and Buligo Capital Ltd. ("**Buligo**" or "**We**" or "**Us**"), with respect to the use of Buligo's website at buligocapital.com (the "**Website**").

By using Buligo's Website, You accept the Terms and Conditions hereof. Buligo reserves the right, in its sole discretion, to modify these Terms and Conditions at any time by posting the modified provisions on the Website, and You shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE WEBSITE.

### **1. USAGE RULES**

- 1.1. When You use our Website, You represent, warrant and covenant that the information You provide Us is accurate, complete, and current at all times. You agree to accept responsibility for any and all activities or actions in relation of Your use of our Website.
- 1.2. Your use of our Website is at Your own discretion and at Your sole risk and You will be solely responsible or liable for any loss of data, damage or harm to any of Your devices used to use or access the Website. The information obtained by using the Website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of any right, rule regulation or law, or any warranty whatsoever. Buligo, its subsidiaries and its affiliates do not warrant that: a) the Website will function uninterrupted, secured or available at any particular time or location; b) any errors or defects will be corrected; c) the results of using the Website will meet your requirements. Additionally, data or content uploaded to the Website may be lost, damaged or otherwise unrecoverable.

### **2. PROHIBITED USE**

- 2.1. You hereby undertake that You will not, and will not permit or authorize third parties to use the Website in any way that: (i) is defamatory, abusive, harassing, threatening, racially, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (ii) is illegal or encourages or advocates illegal activity, including without limitation any money laundering or financing of any individual or entity included in any sanctions list; (iii) post or transmit any communication or solicitation designed or intended to obtain private information from any third party; (iv) contain viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Website or any system, computer software, hardware or telecommunications equipment; (v) use a false identity or impersonate another person; (vi) violate or infringing of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of any third party; or (vii) violate these Terms and Conditions and/or our Privacy Policy or any subscription agreement and any applicable local, state, national or international law or regulation.
- 2.2. In addition, except as expressly authorized herein, You will not, and will not permit or authorize third parties to: (i) take any action intended to circumvent or disable the operation of any security feature or measure of the Website; (ii) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available any Buligo's Content (as defined hereinafter) and/or the Website or any portion thereof, to any third party; (iii) reverse engineer, disassemble, enhance, or otherwise modify or use the source code of the Website or any part thereof; (iv) modify, reproduce, or create derivative works from the Website or any part thereof; (v) access or use the Website via automated means, including by crawling, scraping, caching, Bots or otherwise

(except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent).

### 3. **BULIGO'S & USERS CONTENT**

- 3.1. Buligo retains all right, title, and interest in and to the Website (including all related intellectual property rights). Subject to these Terms and Conditions, Buligo hereby grants You a limited, personal, non-transferable, non-exclusive, non-assignable, permission to use the Website, provided that You will not alter or modify any part of the Website. Except as expressly provided herein, no other rights or licenses, expressed or implied, are granted to You by Buligo with respect to the Website, including any part of its content and/or intellectual property right, whether registered or not.
- 3.2. All photos, texts, scripts, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, service marks, trade names and other content used, displayed, included, incorporated, uploaded, posted or published by Buligo as part of the Website, are the sole property of Buligo and/or their licensors ("**Buligo's Content**"), and subject to copyright and other intellectual property rights under applicable laws, and You may not use, download, distribute and/or copy them, in whole or in part, without the prior written permission of Buligo. For the sake of clarity, You may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, Buligo's Content or any part thereof.
- 3.3. If You believe in good faith that any material or content made available on or through the Website has been used or exploited in a manner that infringes and/or violates any of your rights, including intellectual property rights, please send Us prompt written notice thereof via e-mail (at: [info@buligocapital.com](mailto:info@buligocapital.com), while specifying the exact location of the infringing material, relevant details of the nature of the infringement etc. We will examine Your notice within a reasonable time, and if we will find that the use of the material and/or content in question does indeed violates Your rights, then we will remove the relevant material and/or content from the Website.
- 3.4. Our Website allows You to contact Us by providing contact information and a description of your application/request ("**Content**"). You are responsible for the Content that You provide Us on the Website, including its legality, reliability, and appropriateness. By providing Us the Content, You represent and warrant that: (i) the Content is yours and/or You have the right to use it and the right to grant Us the rights to use it as described in these Terms and/or our Privacy Policy and (ii) that the Content does not violate any privacy rights, publicity rights, copyrights, trademarks, contract rights or any other rights of any person or entity. You retain any and all of Your rights to any Content You submit on our Website. We take no responsibility and assume no liability for Content You or any third-party provide Us on or through the Website. However, by providing Us the Content on our Website, you hereby grant Us the right and permission to use, modify, publicly display that Content, in order to use our best endeavors to assist you with your application/request. Buligo has the right, but not the obligation, to monitor, edit or delete all Content provided by You at any time.

### 4. **GENERAL TERMS OF USE**

- 4.1. Buligo reserves the right to change, suspend, take offline or discontinue its Website, at its sole discretion, at any time and without notice or liability.
- 4.2. You are solely responsible for the activity that occurs in relation to the Website by You or on Your behalf. You must notify Buligo immediately of any breach of security or unauthorized use of Buligo's Website. Buligo will not be liable for any losses caused by any use of Buligo Website.
- 4.3. You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the Website, and for any fees charged by third parties in connection therewith, as necessary, and Buligo have no responsibility or obligation in connection

therewith.

- 4.4. If You send Buligo any feedbacks or suggestions regarding the Website, You acknowledge that Buligo may use them at its sole discretion, without any obligation to compensate You in any manner for such feedbacks or suggestions.
- 4.5. It is hereby clarified that the Website may contain any links to other third parties' websites, applications or features and/or other platforms, or referrals to certain third parties' products, content or services that are not owned or controlled by Buligo and that Buligo has no control over them. If You choose to visit such third party's websites, applications or features and/or other platforms, or use its products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern Your activities. Buligo does not make any representation or warranty whatsoever regarding such third party's websites, applications, features, other platforms services, products or content. Buligo also does not endorse and cannot ensure that You will be satisfied with any content, products or services that You accessed, purchased or download from such other third parties, and is not responsible or liable in any manner for Your interaction with such third parties.

## **5. TERMINATION**

Buligo may terminate or suspend the Website (or any part thereof) immediately, without prior notice or liability and on its sole discretion. All the provisions of these Terms and Conditions which by their nature should survive termination (including, without limitation, ownership provisions, warranty disclaimers, indemnification obligations and limitations of liability) shall remain in full force and effect following termination thereof. Termination of these Terms and Conditions shall not relieve You from any obligation arising or accruing prior to such termination or limit any liability which You otherwise may have to Buligo. If you have executed a subscription agreement with Buligo or any of its resellers, the termination provisions in such subscription agreement shall apply, and, in addition, Buligo may terminate Your use of the Website and service immediately upon violation of these Terms and Conditions.

## **6. WARRANTY AND DISCLAIMER**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE WEBSITE IS PUBLISHED WITHOUT WARRANTY OF ANY KIND. BULIGO DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. BULIGO MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE, THE CONTENT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT SHALL BULIGO, ITS SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR ANY PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, OR LOSS OF USE OR OTHER PECUNIARY LOSS, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE WEBSITE, ANY TRANSACTION, OR YOUR USE OF OR INABILITY TO USE THE WEBSITE, HOWEVER

CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER BULIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE ABOVE, IN NO CASE SHALL THE AGGREGATE LIABILITY OF BULIGO AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO YOUR USE OF THE WEBSITE EXCEED FIFTY US DOLLARS.

8. **INDEMNIFICATION**

Upon its first demand, You will indemnify and hold Buligo, its shareholders, directors, officers and employees, harmless from any claim, liability, cost, loss, damage and expense (including reasonable legal fees) caused due to Your access and use of the Website in violation of these Terms and Conditions or in violation or infringement of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of any third party and applicable law.

9. **MISCELLANEOUS**

- 9.1. These Terms and Conditions and its performance shall be governed by the laws of the State of Israel, without regard to conflict of law's provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Tel Aviv– Jaffa district.
- 9.2. These Terms and Conditions and our Privacy Policy constitute the entire agreement between You and Buligo with respect to the access and/or use of the Website and supersede all prior or contemporaneous understandings regarding such subject matter. The Privacy Policy is available at: [buligocapital.com](http://buligocapital.com).
- 9.3. Buligo reserves the right to update these Terms and Conditions from time to time, with or without notice, and will post its updated Terms and Conditions on its website. Your continued use of our Website will be subject to the then-current Terms and Conditions. If any modification is unacceptable to You, You may cease using the Website. If You do not cease using the Website, You will be deemed to have accepted those modifications.
- 9.4. Buligo may assign at any time any of its rights and/or obligations hereunder to any third party without Your consent.
- 9.5. These Terms and Conditions will also govern any future upgrades or updates or new releases provided by Buligo in connection with the Website, unless any such upgrades or updates are accompanied by a separate set of terms and conditions, in which case the terms of that upgraded or updated terms and conditions will govern.
- 9.6. In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 9.7. The failure of Buligo to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed by as in writing.
- 9.8. If You have any questions or queries about these Terms and Conditions or our services in general, please do not hesitate to contact us via e-mail at: [info@buligocapital.com](mailto:info@buligocapital.com).

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.