

## JUMPER LABS LTD

### WEBSITE AND SERVICES TERMS OF USE

Last updated: November 14, 2017

These Terms of Use govern your access to and use of Jumper Labs Ltd (“*Jumper*”, “*we*”, “*us*”, “*our*”) website (the “*Site*”), any information, text, graphics, or other materials appearing on the Site (the “*Content*”), and any services provided through the Site, including, without limitation, the Jumper Virtual Lab and Jumper Insights (the “*Services*”). Your access to and use of the Site, Content, and/or Services are expressly conditioned on your compliance with these Terms of Use. By accessing or using the Site, Content, or Services, you agree to be bound by these Terms of Use. If you are using the Services on behalf of an organization, you are agreeing to these Terms of Use for that organization and its authorized users and representing that you have the authority to bind that organization to these Terms of Use.

#### **Modification of Terms of Use**

You acknowledge and agree that Jumper may revise these Terms of Use from time to time, at its sole discretion. We will notify you of any material changes by posting the new Terms of Use on our Site. You are advised to consult these Terms of Use regularly for any changes. By continuing to access or use the Site, Content, or Services after Jumper makes any such revision, you agree to be bound by the revised Terms of Use.

#### **Registration Data and Privacy**

In order to access some of the services on this Site and/or to receive our Services, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“*Registration Data*”), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this Site, including your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

#### **Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

#### **Jumper Property**

All right, title, and interest in and to the Site, Content, and Services are and will remain the exclusive property of Jumper and its licensors. The Site, Content, and Services are protected by copyright, trademark and other laws. Except as expressly permitted in these Terms of Use, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services. You may not

copy or modify the HTML code used to generate web pages on the Site. You may not use the Site, Content, or Services on or in connection with any other service, for any purpose. Jumper has all right, title, and interest in and to any improvement or enhancement in the Site, Content, and Services derived from or related to your use of the Services, any data you provided, any analysis you perform and any feedback you provided to Jumper.

### **General Prohibitions**

You agree to use the Site, Content or Services for your internal business use only. You agree not to do any of the following while using the Site, Content or Services:

- Use the Services to violate any laws or any rights of Jumper or any other person or otherwise misuse or inappropriately use the Services;
- Access, tamper with, or use non-public areas of the Site or Jumper's computer systems;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search the Site, Content, or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Jumper or other generally available third party web browsers;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Content, or Services;
- Sell, lease, lend, transfer or rent the Site, Content, or Services, use the Site, Content, or Services to provide service bureau, time sharing, rental, application services provider or other services to third parties, or otherwise make the functionality of the Site, Content, or Services available to third parties;
- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Site, Content, or Services in any form or media or by any means;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, Trojan horses, overloading, flooding, spamming, or mail-bombing the Site; or
- Impersonate or misrepresent your affiliation with any person or entity.

Jumper will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site security issues, to the fullest extent of the law. Jumper may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Jumper has no obligation to monitor your access to or use of the Site, Content, and Services, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

### **Jumper Virtual Lab SDK**

In order to access and use our Services, we will provide you with an SDK (Software Development Kit) which will allow you to interact and interface your device with the Jumper Virtual Lab (the "***Jumper Virtual Lab SDK***"). Any use of the Jumper Virtual Lab SDK, including use of the Jumper Virtual Lab SDK through a third-party product that accesses the Services, is bound by these Terms

of Service, including the following terms that are specific to the use of the Jumper Virtual Lab SDK:

- You expressly understand and agree that Jumper will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Jumper has been advised of the possibility of such damages), resulting from your use of the uLogger or third-party products that access data via the Jumper Virtual Lab SDK.
- Excessively frequent requests to the Services via the Jumper Virtual Lab SDK or other forms of abuse of the Jumper Virtual Lab SDK may result in the temporary or permanent suspension of your account's access to the Services. Jumper may, in its sole discretion, determine abuse or excessive usage of the Jumper Virtual Lab SDK.
- Jumper reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the Jumper Virtual Lab SDK with or without notice.

The Jumper Virtual Lab SDK is an “*Open Source Code*” based technology and is subject to third parties license agreements, references to which you can find in the Jumper Virtual Lab SDK library. It is your responsibility to review the terms of these license agreements and ensure that your usage of the Jumper Virtual Lab SDK is in conformity with these licenses.

### **Links**

The Site may contain links to third-party websites or resources. You acknowledge and agree that Jumper is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Jumper of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **Open Source**

Open source software licenses for components of the Services released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms of Use, the open source licenses govern your agreement with Jumper for the use of the components of the Services released under an open source license.

### **Third Party Data**

The Services utilize certain databases and other resources of third party providers, including USPTO, and your use of such resources shall be subject to the applicable terms and conditions of such providers, including prohibition on reconstruction of such databases and resources.

### **Customer Data**

You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of the data provided by you and your authorized users for the purpose of and in connection with using the Services, including, without limitation, object code and other proprietary elements of your device (“*Customer Data*”). You may also ask us to collect, analyse, process and store Customer Data, including, without limitation, analysis results. We disclaim any responsibility for storage of Customer Data. We may keep, use and share, publicly and with our partners, aggregated non-personally identifiable information derived from Customer Data and the Services, including but not limited to for the purpose of improving the Services.

### **Termination**

If you violate any of these Terms of Use or fail to timely pay for the Services, your permission to use the Site, Content, and Services will automatically terminate. Jumper reserves the right to revoke your access to and use of the Site, Content, and Services at any time, with or without cause. Jumper also reserves the right to cease providing or to change the Site, Content, or Services at any time and without notice.

### **Use of the Site and Services at Your Own Risk**

Your access to and use of the Site, Content, and Services is at your own risk. Jumper will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site, Content, or Services.

### **The Site is Available “AS-IS”**

THE SITE, CONTENT, AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, JUMPER EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

JUMPER MAKES NO WARRANTY THAT THE SITE, CONTENT, OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS OR THAT THE AUTOMATED ALGORITHMS USED BY JUMPER WILL PRODUCE THE EXPECTED AND/OR ALL EXISTING RESULTS. JUMPER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY ANALYTICS, RESULTS OR OTHER INFORMATION OBTAINED THROUGH THE SITE, CONTENT OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY ANALYTICS, RESULTS, ALERTS, NOTICES, SUGGESTIONS OR OTHER INFORMATION OBTAINED THROUGH THE SITE, CONTENT OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY ACTION OR INACTION YOU TAKE OR REFRAIN FROM TAKING IN CONNECTION WITH THE SERVICES. USE OF AND RELIANCE UPON THE SERVICES IS AT YOUR OWN RISK.

NO ADVICE OR INFORMATION, INCLUDING WATCHLISTS, WHETHER ORAL OR WRITTEN, OBTAINED FROM JUMPER OR THROUGH THE SITE, CONTENT, OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

### **Indemnity**

You agree to defend, indemnify, and hold harmless Jumper, its officers, directors, employees, stockholders and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Content, or Services, any analysis, results, suggestions or alerts, or your violation of these Terms of Use.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER JUMPER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, CONTENT, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, CONTENT, OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

ANY OTHER LEGAL THEORY, WHETHER OR NOT JUMPER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF JUMPER TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SITE, CONTENT OR SERVICES IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO JUMPER FOR ACCESS TO AND USE OF THE SITE, CONTENT, OR SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT(S) THAT GAVE RISE TO SUCH LIABILITY. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN JUMPER AND YOU.

**Severability**

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

**Waiver**

The failure of Jumper to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

**Controlling Law and Jurisdiction**

These Terms of Use and any action related thereto will be governed by the laws of the State of Israel without regard to its conflict of law provisions.

**Entire Agreement**

Unless a specific agreement is signed by you and us, these Terms of Use are the entire and exclusive agreement between Jumper and you regarding the Site, Content, and Services, and these Terms of Use supersede and replace any prior agreements between Jumper and you regarding the Site, Content, and Services.

If you have any questions about these Terms of Use, please contact Jumper at [info@jumper.io](mailto:info@jumper.io).