

## Terms & Conditions

### 1. Acceptance and Modification of the Terms of Use.

Your access and use of any website, mobile site or social media channel owned and/or operated by EMEX -East Med. Energy Exchange Ltd. (“EMEX”, “we”, “us” or “our”), which includes EMEX’s affiliated companies, now or in the future (collectively and individually, the “Site”) are governed by these terms of use (the “Terms of Use”). By accessing, browsing and/or using our Site you acknowledge that you have read, understood and accepted, without reservation, these Terms of Use, as modified from time to time by us. If you do not agree to these Terms of Use, do not use the Site. Please also see our [privacy policy](#) before using the Site.

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time. If we decide to modify our Terms of Use, we will post a new version on the Site. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you should leave the Site and cease all use of the Site. Your continued use of the Site signifies that you agree to be bound by these Terms of Use as they are amended.

### 2. Copyright and Intellectual Property.

The content of our Site and namely but not exclusively the texts, marks, logos, slogans, diagrams, photographs, videos, sounds, music, layout, designs, know-how, technologies, products, and processes are the exclusive property of and owned by EMEX or its affiliated companies, licensors or content providers, and accordingly are protected by copyright, trademarks, patents and all other intellectual or industrial property rights which exist under applicable law.

Except as expressly provided in Section 3 hereinafter, nothing contained on our Site shall be interpreted or construed as granting you a license or a right to use any such content of our Site.

All of the content made available through the Site, including, but not limited to, all text and images (“Content”), and all software used to make the Site available are and shall remain the property of EMEX and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Except as otherwise expressly authorized here and otherwise in writing in advance by EMEX, you agree not to reproduce, modify, publish, license, transmit, reuse, rent, lease, loan, sell, distribute, adapt, translate, create derivative works based (whether in whole or in part) on, reverse engineer, decompile or disassemble any Services, all or any part of the Site, or any Content made available through the Site.

Any Content that is a trademark, logo, or service mark is also a registered or unregistered trademark of EMEX or others. Your use of any Content, except as provided in these Terms of Use, without the written permission of the Content owner is strictly prohibited. The trade names, trademarks and service marks owned by EMEX, whether registered or unregistered, may not be used in connection with any product or service that is not EMEX’s. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of EMEX’s trade names, trademarks or service marks without our express prior written consent. EMEX will aggressively enforce its intellectual property rights to the fullest extent of the law, including by seeking criminal prosecution.

### 3. Use of the Site.

You may access and use the content of our Site solely for your personal, non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary rights notice contained in any information or other material you access, copy, download or print. Any other use of content on the Site, including but not limited to the reproduction, modification, distribution, transmission, or broadcast of the content of the Site, in whole or in part and by any means, is strictly prohibited. EMEX or its licensors or content providers retain full and complete title to the content provided on the site, including all associated intellectual property rights, and provide this content to you under a license that is revocable at any time in EMEX's sole discretion. EMEX neither warrants nor represents that your use of any content displayed on the Site will not infringe rights of third parties. You acknowledge that you do not acquire any ownership rights by accessing, copying, downloading or printing any content made available on or accessed through the Site. You hereby covenant and agree that your use of the Site and any permitted use of such content shall not infringe any rights of any third parties.

### 4. Username/Password.

In the event the Site is ever structured such that you are able to create an account on the Site, you may be required to be at least eighteen (18) years old and create a username and password. In such event, you will be responsible for keeping your username and password confidential and secure, and you will be responsible for all actions taken using your username and password.

### 5. Information Deemed Non-Confidential.

You acknowledge that you are responsible for any material you may submit via the Site or otherwise through the internet to EMEX, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through the Site or otherwise communicate to EMEX through the internet any content that: (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Site.

All personal information provided via the Site will be handled in accordance with the site's online Privacy Policy. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify EMEX for all claims resulting from content you supply.

### 6. Rules for Using the Site.

You agree to act in accordance with the following rules in your use of the Site:

- You will not knowingly provide or post any false, misleading, or fraudulent information.
- You will not use the Site for any illegal purpose, nor will you provide or post any material or information in violation of any applicable law or regulation.
- All information provided or posted by you will not violate the copyright rights, right of publicity or privacy or any other proprietary rights of any third party.
- Information provided or posted by you will not violate the trade secret rights of any third party.
- Information provided or posted by you must not be defamatory, harassing, offensive, threatening, obscene, or otherwise inappropriate or disruptive.

- You will not hold yourself out as someone you are not or otherwise impersonate any other person while using the Site.
- You will not interfere or tamper with the functioning of the Site, nor will you attempt to gain access to information or control of the Site not specifically granted to you.
- You will not use the Site to transmit any spyware, virus or similar destructive program or code.
- You will not compile any database or list of other Site visitors, nor will you use the Site to facilitate the sending of any spam, bulk email, or email offering to sell goods or provide services.
- You will not access or attempt to access any restricted portion of the Site unless you have specifically been granted access.

#### 7. Site Access.

We may discontinue all or part of the Site at any time, in our sole discretion. EMEX may block or limit your access to the Site, with or without notice to you, and without liability to you, if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of the Site; (c) you engage in any conduct which EMEX, in its sole discretion, believe is offensive, harmful, defamatory, or otherwise harmful to EMEX or others.

Please note that if you are accessing a Site via a mobile device, standard fees data may be incurred. Check with your mobile service provider for details.

#### 8. Minors and Children.

Minors and children should not register for an account or submit any personal information to us.

#### 9. Disclaimer of Warranties.

Your use of the site is at your own risk and you assume the risk of and all damages or loss from the use of, or inability to use, the site. Without prejudice to Section 12 hereinafter, any and all material, information and all other content on the site are furnished to you “as is” and without guaranty of any sort, express or implied. To the maximum extent permitted by law, EMEX expressly disclaims any and all warranties, express or implied, regarding the site, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

EMEX does not guarantee that the site or its content will correspond to your expectations, meet your requirements or will not be interrupted, timely, secure or free of errors. Your sole and exclusive remedy for any dissatisfaction with the site is to refrain from using the site. Some jurisdictions may not allow certain limitations of warranties, so some of the above exclusions may not apply to you.

Any advice or information, be it oral or written, obtained from EMEX or during the use of services made available on the Site, shall not give rise to any guarantees which are not expressly provided for in these Terms of Use or the EMEX Market Rules.

#### 10. Limitation of Liability.

You recognize and accept that, to the fullest extent permitted by applicable law, in no event shall EMEX, its affiliates or subsidiaries or any of their respective employees, officers, directors, owners, licensors, agents or any other third parties mentioned on the site or involved in creating, producing or delivering the site, be held liable for any damages of any kind, including, but not limited to, direct, indirect, or consequential damages, any injury to reputation, costs, losses, decrease in turnover or profits or liabilities of any nature whatsoever (even if the advent of such damage was known or could have been known by EMEX), capable of arising from your access to, or use of, or inability to use, the site or its content.

All materials which are downloaded or obtained by any other manner during the use of our site are at your own risk and peril. EMEX assumes no liability for any damage or virus which could

affect your computer equipment or other property by reason of your access to, use or downloading of any material from the site or for any illegal intrusion or intervention in our systems.

EMEX reserves the right to interrupt or discontinue any or all of the functionality of its site. EMEX accepts no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of the site resulting from actions or omissions of EMEX or any third party.

#### 11. Indemnification.

You agree to defend, indemnify and hold harmless EMEX and its directors, officers, employees, consultants, representatives, and agents from and against any and all claims, losses, liability, damages, costs and/or expenses (including reasonable attorney fees and costs) arising from and related to: your use of the Site; any material you transmit using the Site; or your violation, breach or alleged violation or breach of these Terms of Use.

#### 12. Miscellaneous.

Unless otherwise specified, the Site and the Content thereof are displayed solely for the purpose of promoting EMEX and its products and services. These Terms of Use shall be construed in accordance with the laws of the State of Israel, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the competent courts of Tel Aviv. By using the Site, you agree and submit to the personal jurisdiction and venue of such courts.

You agree that in the event you have or may have any alleged claim against EMEX or its contractors, licensees, or licensors, you shall pursue such claim only in your individual capacity, and you shall not agree to join or be a part of any class action, consolidated action, or similar action. You also agree that your damages are limited as set forth elsewhere in these Terms of Use and that you are not eligible to receive, and shall not seek, attorney's fees in relation to any claim you have or may have against EMEX or its vendors or licensors.

These Terms of Use embody the entire agreement concluded between EMEX and yourself concerning the access and the use of the Site and its content, other than as specified in the EMEX Market Rules if applicable. Any other terms or conditions issued by EMEX and governing its relations with you, in particular the Market Rules, shall supplement the Terms of Use; in the event of any inconsistency between them, the Market Rules shall prevail over these Terms of Use.

The fact that EMEX tolerates a violation by yourself of one of the obligations set out in the Terms of Use, or does not enforce a right attributed to it thereunder or under the law shall not be construed as a waiver by it to invoke and enforce its rights.

In the event that any provision of the Terms of Use is considered to be illegal by law or regulation, existing or future, or by a court ruling, then such provision shall be considered as stricken, all other provisions of the Terms of Use maintaining full force and effect between yourself and EMEX.

The headings of the provisions of the Terms of Use are for convenience alone and shall not alter or modify the terms and conditions in any manner.

Effective Date: 1/7/2022

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