

Terms and Conditions

These Terms and Conditions ("**Terms**", "**Terms and Conditions**") govern your relationship with www.datos-health.com website (the "**Website**" or the "**Service**") operated by Datos Health Ltd. ("**Us**", "**We**", or "**Our**").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Rules of Conduct

We try to provide information as accurate and as up to date as possible on the Website. However, You may not rely on any information or pictures which We provide on the Website, and any such reliance is at your own risk. We provide no warranty with respect to the information appearing on Our Website.

We reserve the right to modify the content of the Website at any time, and We will have no obligation to update you in advance of any such change.

You may not use the Website for any illegal or unauthorized purpose, nor violate any applicable laws (including, but not limited to, copyright and privacy laws), nor will you upload or transmit through the Website any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Without derogating from the above, you may not use the Website in connection with any content that is illegal (in any applicable jurisdiction), or may infringe or promote the infringement of any copyright, patent, trademark, service mark, trade secret, moral right, or other intellectual property or proprietary right of any party.

Registration

In order to use certain Service offered by Us, you may be asked to provide Us certain personal information regarding yourself, including your email address (the "**Registration Data**"). Any information you may provide us, including the Registration Data, must be accurate, complete and current at all times. Failure to do so constitutes a breach of these Terms, which may result in immediate termination of your account on Our Service.

By Registering to the Website, you give consent to be added to our mailing list and to receive Datos's newsletter and other promotional or advertising materials. You also consent to the collection, use and disclosure of our personally identifiable information as well as any non-personally identifiable information. We will retain and use such

information, as well as the Registration Data, pursuant to Our Privacy Policy (located at: the footer of the web site)) which is incorporated herein by reference.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Datos Health Ltd. and its licensors. The Service is protected by copyright, trademark, and other laws of both the State of Israel and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Datos Health Ltd..

You agree not to (and not to allow any third party to): (a) use the trademarks, trade names, service marks, logos, domain names and other proprietary rights associated with the Website for any purpose without our express written consent; (b) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other proprietary rights associated with Datos Health Ltd.; or (c) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Website.

Any ideas, requests, feedbacks, recommendations, error and bug reports, comments, concepts, additional features and other requests or suggestions that you may provide Us with connection to the Website (collectively “**Ideas**”), will be owned by Us. You hereby irrevocably assign and transfer any intellectual property rights in such Ideas to us, free of charge. You agree that the same will automatically become Our property and that We shall be entitled to use, exploit, implement, adapt, develop, copy, reproduce, publish, license or assign the rights to such materials and Ideas without any obligation to make any royalty or other payment to you, and without any obligation of credit or notice to you. If you intend to retain any intellectual property rights in your Ideas please do not submit them to Us without Our prior written approval.

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Datos Health Ltd..

Datos Health Ltd. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Datos Health Ltd. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your use of the Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. The expiration or termination of these Terms and Conditions shall not relieve you of any obligation intended to survive under these Terms and Conditions.

Indemnification

You hereby agree to indemnify, defend and hold Us, and Our directors, owners, investors, shareholders, officers, employees, consultants, attorneys, agents and other representatives, harmless from and against any and all third party claims (including related judgments, awards, liabilities, damages, losses, costs and expenses) (including reasonable attorneys' fees) and other expenses that are based on or arise directly or indirectly out of or from your breach of these Terms and Conditions; or any breach of your representations and warranties set forth herein.

Limitation of Liability

In no event shall Datos Health Ltd., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) any content obtained from the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not We have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you. In such jurisdictions, liability is limited to the fullest extent permitted by law.

You further agree that We shall have no responsibility for any damages suffered by you in connection with loss of data, errors, system down time, network or system outages, communications line failure, file corruption, or use interruptions caused by the negligence of either us or our sub-contractors and service providers, all in irrespective of the theory upon which any claim may be based, even if We have been advised of the possibility of such damages.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permissible pursuant to applicable law, the Service 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, non-infringement or course of performance.

Datos Health Ltd. its subsidiaries, affiliates, and its licensors do not warrant that (i) the Service will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet your requirements.

The foregoing exclusions and disclaimers are an essential part of these Terms and Conditions. some states do not allow exclusion of an implied warranty, so this disclaimer may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Israel, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between Us regarding Our Service, and supersede and replace any prior agreements We might have between Us regarding the Service.

Changes

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will try to provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact Us at info@datos-health.com

Last updated: May 27, 2019