

## **abra Information Technologies Ltd.'s Website – Terms of Use**

Browsing and using the Website of **Neway Technologies Inc.** (operating under the name **abra US**) ID 30-0760453 ("**abra**") <https://www.abra-us.com> (the "**Website**") are subject to the Terms of Use detailed in this chapter the ("**Terms of Use**"):

### 1. General instructions

- The Terms of Use and the Privacy Policy (please see [/wp-content/themes/abra/uploads/abra\\_US\\_Privacy.pdf](https://www.abra-us.com/wp-content/themes/abra/uploads/abra_US_Privacy.pdf)

(hereinafter: the "**Privacy Policy**"), together, form the legal basis for any discussion between You and the Company regarding the Website and Your use of it. Therefore, before using the Website, You must carefully read the Terms of Use and the Privacy Policy. Any person who surfs and/or views and/or uses in any other way the Website or the information contained therein (the "User" or "You") agrees, by using the Website, to the Terms of Use and the Privacy Policy without any reservation or limitation. If You do not accept the Terms of Use and/or the Privacy Policy, in whole or in part, do not browse and/or use the Website in any way.

- The purpose of the Website is to provide general and marketing information about abra and its subsidiaries (together, the "Company"). Also, the Website allows the interested User to apply for various jobs as and when the Company publishes them from time to time. The information on the Website does not constitute a recommendation and/or opinion and/or an offer to purchase or sell securities of the Parent Company or any product, and in particular, does not constitute a "Public Offer."
- The Terms of Use apply to the use of the Website and the Contents contained therein and the accompanying services via any computer or other communication device (such as a cell phone, smartphone, tablet, etc.). The Terms of Use also apply to the use of the Website either through the Internet or any other network or means of communication.
- The User knows and agrees that the access to parts of the Website and the use of it and its accompanying services may be conditioned and/or affected by the installation of hardware and/or software components on his computer, including specific browsers and add-ons for those browsers. The User is responsible for finding out and installing any software component that will be required for the use of the site, at his own expense and responsibility. The Company is not responsible for these software components and any defect in them, and any error or inconsistency in the presentation of the Content resulting from the software components, their installation, or non-installation. Without derogating from the generality of the abovesaid, access to the Website and Contents and their display may vary depending on the features of the hardware, operating system, and software on the User's computer and their settings. The Company does not guarantee that the Contents will be

displayed in a complete and/or identical and/or correct form on different computers.

- In these Terms of Use, “**Computer**” – includes any device or means that allows access to Content via the Internet, such as a smartphone, tablet, etc.
- The Terms of Use of the site are phrased in the masculine body for convenience purposes only, and they refer to both women and men.
- The use of the Website is not intended for minors (under the age of 18). If You are a minor, You are requested to stop using the Website or inform Your parents and/or appointed guardian and obtain their permission in advance to perform any activity within the Website. The supervisor has the responsibility to notify the minor who wishes to use the Website about the terms of its use and to supervise his activity. Any activity carried out by a minor on the Website will be considered as if the consent of the minor and/or their supervisor was given in these Terms of Use.

## 2. The Contents of the Website and the information displayed on it

- All Contents are presented and available ‘as is,’ including their possible defects, and the Company and any entity related to it make no representations, undertakings, and/or other conditions regarding the Website and/or Contents, either orally or in writing, expressly or by implication, and whether they are in virtue of the law or in any other way according to law, procedure or practice, and this to the maximum extent permitted by law, including concerning any representation, undertaking or condition that the use of the Website or the Contents will be uninterrupted or error-free, or regarding merchantability, suitability for a particular purpose, reliability, trustworthiness or accuracy of the Contents, non-infringement of intellectual property or any other infringement. The Company is not responsible and will not bear any responsibility in connection with any use of the Website or Contents or reliance on them for making any decision in any field whatsoever. Any reliance on the Content and/or advice You receive through the Website will be done at Your full and sole responsibility, and You will be fully responsible for the use You make of the Website and/or the Content and its results.
- The Company makes efforts so that the information contained on the Website is accurate and up to date; however, certain Contents may be incomplete and/or technical, and other errors may have occurred in certain Contents, including software components. The Company will not be held responsible for damage, expense, and/or loss caused to Users due to inaccuracies and/or lack of updating and/or errors and/or deficiencies concerning such information.

- The Company may make changes or updates to the Contents or part of them, at any time and without prior notice. The Contents may not be up-to-date, and the Company does not undertake to update them at all or with any frequency, and they should not be relied upon as such.
- The Company, its managers, directors, officers, employees, shareholders, suppliers, agents, representatives, other third parties, and/or the heirs of the above subscribers and/or those who will replace them (in this section: the “Company and Anyone on its Behalf”): (a) Are hereby fully, completely and unconditionally exempt from any undertakings and are not responsible for any part of the Content on the Website, including but not limited to third-party Content, software, products, or any other part used in connection with the Website or included in it being complete, accurate, updated, on time, secure, without interruption or errors or that defects in them will be corrected or for any decision You make relying on everything included or accessible through the site. You will be solely responsible for any damages and claims in connection with the aforementioned, and You can immediately stop using the Website, the Contents, and/or the services and products provided through the Website; (b) Notwithstanding everything stated otherwise in any other place, they will not be held liable towards You and/or towards any third party in connection with the Website and/or the Contents and/or the services and/or the products provided in connection with the Website, for special, collateral, indirect, consequential and/or any economic damages, including but without derogating from loss of income, documents, files, profit, reputation, data and/or computer time, software restoration and/or purchase of alternative products or services, downtime costs and/or third party claims, etc., even if the possibility of such damages was brought to their attention. Notwithstanding anything stated otherwise, discontinuing the use of the Website or the Content is Your sole remedy.
- If it is determined that a provision of these Terms of Use is unenforceable and/or void for any reason, this will not affect the rest of the provisions.
- The information on the Website does not exhaust all the data about the Company and its activities and is not intended to replace the need for obtaining additional details about the Company’s products and services and their adaptation to Your needs.
- To the extent that there are discrepancies between the information included on the Website and information contained in formal reports published by the Parent Company from time to time on the reporting

Websites of the Securities Authority and the Stock Exchange (the “**Company Reports**”), the information included in the Parent Company’s reports prevails and only it is binding on the Company.

- Drawings, plans, specifications, and simulations included on the site are for illustrative purposes only.
- **It is clarified that the information on the Website includes forward-looking information, as defined in the Securities Law, 5778 – 1968, which includes, inter alia, forecasts, estimates, evaluations, and other information relating to future events and matters, the extent of which is not certain and is not under the control of the Company. Therefore, The Company’s forecasts may not materialize in the event that substantial adverse changes apply. The Company does not undertake to update or change forecasts and estimates in order to reflect events that occurred after the date of publication of the information on the Website.**

### 3. Intellectual Property, Copyrights, and Trademarks

All intellectual property rights of any kind, including but not limited to copyrights, trademarks, brands, patents, trade secrets, models, on the Website and in the Contents of the Website of any kind, including in connection with the services and products, and the representation and design of the Website, drawings, charts, illustrations, photos, maps, software, applications, graphic and other files, texts and/or any other material included and/or related to the Website and its operation, including any verbal, visual, audio, audio visual Content or any combination of them as well as the design, processing, editing, distribution and way of presenting the Contents including (but not limited to): image, photograph, illustration, animation, diagram, simulation, video, audio file as well as any object, software, file, computer code, application, format, protocol, electronic form, database and interface and any character, sign, symbol and icon presented and/or combined in the site by the Company, whether if owned by the Company or by a third party that gives the Company a right to use them (above and following: the “**Content/s**”). For the avoidance of doubt, “Content” does not include “Personal Information,” as defined in the Privacy Policy viewable at: <https://www.abra-it.com/en/privacy-policy/>). The Contents, whether registered rights or rights that have not yet been registered, are the exclusive property of the Company only, and the use of all said rights is exclusively permitted to the Company. The User is prohibited from making any use, including making changes, copying, publishing, distributing, broadcasting, displaying, performing, reproducing, issuing a license, creating derivative works, or selling any part of the information contained on the Website without the prior express written consent of the Company. The User acknowledges the existing copyrights in the information appearing on the Website and undertakes not to make any commercial use of the information or any use contrary to what is stated in the copyright laws and

the international conventions. The Company logo, as well as any other registered mark of the Company, whether the marking is indicated on their side or not, are registered trademarks and therefore the property of the Company or brands owned by the Company, the use of which is exclusively permitted to the Company. All other marks found on the site are trademarks or proprietary brands of their respective owners. No action will be taken that may harm the property rights of the trademarks or brands.

#### 4. Links

The Website may include links to Websites that are operated by a third party and not by the Company (“**Third Party Websites**“), it is clarified that the Company has no connection and does not bear any responsibility in connection with the links to Third Party Websites (including their good order) and/or activity of Third-party Websites and/or their good order and/or the Contents contained therein, and the inclusion of these links does not indicate any relationship with the operators of Third Party Websites or a recommendation for them, and any use or access by the User to them is the sole responsibility of the User. When You click on such a link – You leave the Website and are subject to the terms, Privacy Policy, and rules of the Third Party Website You enter. Therefore, it is suggested that You carefully read the Terms of Use and the Privacy Policy of that Website if You choose to use such links.

#### 5. The User’s liability and obligations

Subject to the User’s compliance with the Terms of Use, the Company grants the User a limited, personal, non-exclusive, non-transferable and non-assignable and/or sublicensable, non-negotiable, and revocable license to use the Website (including any Content contained therein) for the User’s personal and private use only, And not for any commercial or wholesale use of any kind, and for legal purposes only. The license to use the Website and Contents does not transfer to the User any other rights or ownership of the Website and/or Contents (including any intellectual property rights). The User is prohibited from using the site or any part of it for illegal purposes. The use of the Website is free of charge.

The User agrees and undertakes to use the site in good faith and under the provisions of any law and the Company’s instructions listed below. The User agrees and undertakes, by browsing the Website, that he will avoid any harm to the Company and/or any third parties in using the Website and that he will act or refrain from acting as follows:

- The Users undertake that they will not cause any damage to the Company and the Website and, inter alia, they will not perform or assist in the performance of actions that may cause damage to the Company, including but not only that the Users undertake that they will not perform the following actions:

5.1.1. Use the Website and/or Content for any illegal, immoral, unauthorized, and/or prohibited purpose;

5.1.2. Use the Website and/or Content for commercial or non-private purposes without the express written consent of the Company in advance;

5.1.3. remove or separate from the Content and/or the Website any restrictions and signs indicating proprietary rights of the Company or its licensors, including all proprietary notices appearing therein;

5.1.4. Violate and/or infringe Users' rights to privacy and other rights, or collect personal information about Users, whether manually or through the use of any robot, spider, crawler, any search or retrieval application, or any other manual or automated means, process or method in order to enter the Website and retrieve, collect and/or extract information;

5.1.5 Damage or disrupt the operations of the Website or the servers or networks that store the Website;

5.1.6 Violate the provisions of any law in connection with the use of the Website;

5.1.7. Perform any action that creates or may create a significant load on the site's infrastructure;

5.1.8. Bypass the means the Company uses to prevent or limit access to the Website; copy, modify, adapt, transmit, make available, translate, reference, reverse engineer, convert binary code to open source, decompile, or disassemble any part of the Content or Website, or display to the public, create derivative works, perform, distribute, sublicense, make any commercial use, sell, rent, transfer, lend, process, collect, combine with other software – of any material subject to the Company's proprietary rights, including the Company's intellectual property;

5.1.9. Sell, license, or exploit for any commercial purpose any use or access to the Website;

5.1.10. Violate the Terms of Use and any part of them;

5.1.11. The User undertakes not to upload, retrieve, transmit, distribute or publish information or other material that may encourage, persuade, stimulate or assist another to commit an act prohibited by legislation or that may arise legal liability.

- It is clarified that the information on the Website is for the personal and private use of the User. The User undertakes not to make commercial use of the information and/or for using any profit purposes and not to cause any violation of the copyrights and/or any change and/or meandering of the information.
- You may not use any information published on the Website for the purpose of displaying it on the Internet and/or any other service without obtaining the

Company's consent to this in writing and in advance and subject to the terms of such consent, to the extent that it is given.

- The User undertakes not to damage and/or change and/or interfere in any other way with the Website's source code and not to upload any software and/or applications that may harm or cause damage to the Company and/or any other third parties. In addition, the User undertakes not to use the Website in a way that constitutes a violation of any law and/or that constitutes forgery and/or deletion of information.
  - The User agrees and confirms that he is aware of the limitation of the internet network regarding the security of information online and releases the Company from any responsibility in this regard.
  - The User agrees to indemnify and compensate the Company for any direct or indirect damage and/or any expenses incurred by the Company in connection with the claim and/or demand arising from the violation of the Terms of Use.
  - The User agrees that in the case of using the site while violating the Terms of Use and/or violating legal instructions and/or under special circumstances at the discretion of the Company, the Company may limit or block access to information (in whole or in part) for User(s), temporarily or permanently, subject to the provisions of any law.
  - The use of the Website is done at the sole responsibility of the User.
  - The User agrees that any reliance on the information presented on the Website is made at the User's discretion and under his sole responsibility and that the Company and/or its organs and/or Anyone on its Behalf will not be responsible for any direct or indirect damage caused to the User and/or any third party in connection with the use of the Website and/or the reliance on the information contained therein.
  - The use of the Website is done at the sole responsibility of the User, and the Company does not bear any responsibility or liability for any disruption, error, or omission in the information contained on the Website. In addition, the Company will not be responsible for any damage, direct, indirect, or consequential, due to the access and use of the Website (including due to "viruses") and/or due to the prevention of access to the Website and/or due to browsing interruptions in the Website and the only remedy granted to the User in the above cases is to exit the Website.
  - The Company does not guarantee that the Website will be available at all times and/or that the Website will operate continuously without faults and/or interruptions. Also, the Company may stop operating the Website at any time, either for a fixed period or permanently, without prior notice.
6. Privacy protection, direct mail and publications

By using the Website and providing information (including personal information) on the Website, You declare and agree to the Privacy Policy (<https://www.abra-us.com/en/privacy-policy/>)

You are not required to provide us with information on the Website by law, and when You provide us with information, it is done of Your own free will. If You choose not to provide us with information, the Company may be prevented from enabling You to use the Website, products, and services, including the “career” area. As part of Your application to the Company in the “Contact” tab, You may be required to provide several personal identifying details about Yourself (such as name, email address, phone, file, and free text on Your behalf “Contact Information”). The Company’s use of the information will be done in accordance with the Privacy Policy. By using the Website and providing the information, You hereby agree and undertake, as follows: (a) The personal information You provide on the Website is correct, current, accurate, and belongs to You. You are aware that knowingly providing incorrect or false information about You and/or third parties may amount to a criminal offense, and You undertake not to upload files and/or text that is offensive and/or that infringes third party rights; (b) By providing personal information on the Website, You hereby grant the Company an irrevocable, non-exclusive, time-limited, transferable right of use, without consideration or any right to receive royalties, to use the personal information as detailed in the Privacy Policy.

You agree that we will use Your contact information and the personal information You voluntarily provided in order to send You offers and advertising messages regarding the Company’s services, as well as in connection with recruitment procedures for the positions You applied for under the “Career” tab, and notifications including for the purposes of the Telecommunications Law (Bezeq and Broadcasting)- 1982, through e-mail, phone calls and/or text messages). You can withdraw Your consent to this by sending a letter to the address: [info@abra-us.com](mailto:info@abra-us.com).

## 7. Miscellaneous

- The Company may at any time make changes to the Website, remove any part of the Website and add to it, from time to time, by updating the Website, as well as stop and start the activity of the Website, refuse to grant access to the Website or parts of it to any User and all at the sole discretion of the Company and without prior notice and the User will not have any claim against the Company in connection therewith. Without derogating from the generality of the abovesaid, the Company is not obligated to keep the information and Content of the site, whether it originates from the Company or Users or other parties, and it is entitled to delete it.
- If it is determined that any provision of the Terms of Use is invalid or unenforceable, then the invalidated or unenforceable terms will be deemed to have been replaced by valid and enforceable terms whose



Content corresponds as closely as possible to the meaning and intent of the original terms, while the rest of the Terms of Use will remain in effect.

- The Company may assign its rights and obligations according to these Terms of Use, or any part of them, to any third party as it deems appropriate and without any obligation on the part of the Company to publish the assignment, as mentioned, on the Website.
- The User is not allowed to assign, transfer or transmit his rights and obligations according to these Terms of Use, or any part of them, or any account or permission that will be given to him to the Website or any part of it.
- The activity of this Website and any legal action arising from the use of the Website, including the validity and construction of the Terms of Use, will be subject to the United States law only, and the exclusive jurisdiction in any dispute concerning this Website and its use will be given to the competent courts in New Jersey.

#### 8. Contact

You may contact us with any questions about the use of the Website at the address:

[info@abra-us.com](mailto:info@abra-us.com)