

App-Ads.txt Terms and Conditions

[Last Modified: June 1, 2019]

These Terms and Conditions (“Terms”) together with our Privacy Policy available at: https://lumynox.com/wp-content/uploads/2019/06/lumynox_adv_terms.pdf (“Privacy Policy”) incorporated herein by reference, sets out the legal relationship between Lumynox Ltd. (collectively “Lumynox” or “We” or “our”) and you, either a visitor of our Website or Lumynox’s partner (“user” or “you”) and with regard to the access or use of our website available at: https://lumynox.com/wp-content/uploads/2019/06/lumynox_pub_terms.pdf (“Website”), and/or the use of the Website Services (as defined below) available therein.

ACCEPTANCE OF THE TERMS: BY ACCESSING OR USING OUR WEBSITES OR USING THE WEBSITE SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND YOU AGREE TO BE BOUND BY THEM. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN YOU AND LUMYNOX. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS, VIEW OR USE THE WEBSITE OR THE WEBSITE SERVICES IN ANY MANNER.

Amendments

We reserve the right to amend these Terms from time to time, at our sole discretion. The most recent version of the Terms will always be posted on the Website. The updated date of the Terms will be reflected in the “Last Modified” heading. In the event of material amendments, that will substantially affect your rights, we will make best efforts to provide an applicable notification. Any amendments to the Terms will become effective immediately upon the display of the modified Terms. Your continued use of the Website or Website Services following the display of such modified Terms, constitutes your acknowledgement and consent of such amendments and your agreement to be bound by the updated Terms. Thus, we recommend you to review these Terms from time to time.

The Website and Services

The Website provides you with comprehensive information and resources regarding Lumynox’s operation, technology and online advertising related services, and any other content related thereto, including articles, blogs, contact information, videos, text, logos, button icons, images, data compilations, links, including Third Party Links, other specialized content, documentation, data, and related graphics and other features (collectively, the “Content”). The Content may be posted or made by Lumynox, users or other third parties. To the extent that the Content relates to professional information, such information should be treated with caution and care, and shall not substitute consulting with appropriate professionals.

In addition, the Website includes the following services:

(i) Access to the dashboard related to our online advertising services, in the event you are LUMYNOX's partner ("Dashboard"). The access to the Dashboard requires you to log in using the username and password provided to you, or dedicated by you, as applicable.

(ii) Contact form which you can use to contact us if you have any question or if you wish to be our partner and be provided with the applicable information in this regard ("Contact Form").

(iii) LUMYNOX's Newsletter and updates subscription form ("Newsletter Form").

(Collectively, together with the Content, shall be referred to as the "Website Services").

LUMYNOX, in its sole and absolute discretion, may decide on the manner and way of presenting the Content. LUMYNOX will not be liable for any direct or indirect damage, financial or otherwise, which is caused to a user as a result of using and/or relying on the information that appears on the Website. It must be emphasized that despite the efforts and attempts that are made to provide the most up to date information, the Content could be inaccurate or not up to date, without liability to

Any information voluntarily provided by you or automatically collected from you during your use of the Websites Services, will be treated in accordance with LUMYNOX's Privacy Policy.

Use Restrictions

There are certain conducts which are strictly prohibited on the Website. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may result herein (at LUMYNOX's sole discretion) in the termination of your access to the Website and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content or Website Services, in any way or publicly display, perform, or distribute them; (ii) make any use of the Content or Website Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without LUMYNOX's prior written consent; (iii) create a browser or border environment around the Content or Website Services (no frames or inline linking); (iv) interfere with or violate any other Website's users' or user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of this Website, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (vi) transmit or otherwise make available in connection with this Website any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or

potentially harmful, disruptive, or invasive code or component; (vii) interfere with or disrupt the operation of this Website or the Website Services, or the servers or networks that host this Site or make this Website available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content or this Website; (ix) frame or mirror any part of this Website without LUMYNOX's prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from this Website; (xi) forward any data generated from this Website without the prior written consent of LUMYNOX; (xii) use this Website for any illegal, immoral or unauthorized purpose; or (xiii) infringe or violate any of the Terms.

Intellectual Property Rights

The Website, Content, Website Services and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs, specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned and/or licensed to LUMYNOX and subject to copyright and other applicable intellectual property rights under all applicable laws. You may not copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to the LUMYNOX's proprietary rights, including the Company's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms. You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of LUMYNOX.

Links to Third Party Websites and User Generated Content.

The Website may include links to third parties websites and Content ("Third Party Links"). Those Third Party Links are provided solely as a convenience to you and are not under the control of LUMYNOX which is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such Third Party Links or any link contained therein. LUMYNOX reserves the right to terminate any link at any time. You further acknowledge and agree that LUMYNOX 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 Third-Party Links or resource. Your access to or interaction with a Third-Party Link and your use of, and reliance upon, any Content (including content provided through Third Party Website) is at your sole

discretion and risk. We encourage you to carefully read the privacy policies and the terms of use of such Third-Party Links before using those sites.

Availability and Changes to The Website

The Website and the Website Services availability and functionality depends on various factors, such as communication networks. LUMYNOX does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be error-free. LUMYNOX reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Website or the Website Services (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under the Website may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that LUMYNOX shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Website or the Content.

Disclaimer

LUMYNOX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE WEBSITE, CONTENT OR WEBSITE'S SERVICES. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE WEBSITE AND THE WEBSITE SERVICES IS ENTIRELY AT YOUR OWN RISK AND LUMYNOX SHALL HAVE NO LIABILITY RELATING TO SUCH USE.

THE WEBSITE, CONTENT AND WEBSITE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LUMYNOX DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT AVAILABLE ON THE WEBSITE OR THE WEBSITE SERVICES.

LUMYNOX DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. LUMYNOX DOES NOT WARRANT THAT AN UNAUTHORIZED ENTITY WILL NOT GAIN ACCESS TO THE WEBSITE.

Limitation of Liability

IN NO EVENT SHALL LUMYNOX, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND ITS AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE WEBSITE OR THE WEBSITE SERVICES, OR THE USE OR INABILITY TO USE THE WEBSITE, THE CONTENT, OR THE WEBSITE SERVICES, LOSS OF GOODWILL OR PROFITS, DAMAGE TO EQUIPMENT, THE PERFORMANCE OR FAILURE OF LUMYNOX TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF LUMYNOX BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER LUMYNOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to defend, indemnify and hold LUMYNOX harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Website or Website Services; (ii) your violation and/or breach of any term of these Terms; and (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of the Website or Website Services (including your violation of any third party rights).

Termination of The Website's operation

At any time, LUMYNOX may block your access to the Website and/or temporarily or permanently limit your access to the Website, at its sole discretion, in addition to any other remedies that may be available to the LUMYNOX under any applicable law. Such actions by LUMYNOX may be taken if we deem that you have breached any of these Terms in any manner. Additionally, LUMYNOX may at any times, at its sole discretion, cease the operation of the Website or any part thereof, temporarily or permanently, without providing any prior notice. You agree and acknowledge that LUMYNOX does not assume any responsibility with respect to, or in connection with the termination of the Website and its operation or any loss of data. The provisions of the Intellectual Property, Disclaimer, Limitation of Liability, Indemnification and General sections will survive the termination or expiration of the Terms.

Children

To enjoy or use the Website or the Website Services, you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that children under the age of eighteen (18) are not using the Website.

Privacy

We are committed to the protection of privacy of the Website's users. For more information on our privacy practices please review our [Privacy Policy](#).

Law and Venue for Jurisdiction

These Terms shall be governed and construed in accordance with the laws of Israel. The competent courts of Tel-Aviv, Israel shall have exclusive jurisdiction for any dispute arising out of these Terms.

General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without LUMYNOX's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and LUMYNOX relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Contact Us

If you have any questions (or comments) concerning the Terms, or wish to report violations of these Terms contact us at: info@appadstxt.co