

**InspireMD INC.**  
**Terms of USE**

*Last modified date: July 08, 2018*

This Website ("the **Site**") is the official promotional site of InspireMD INC. ("**InspireMD**", "**we**", "**us**" and "**our**"). (Together with its subdomains, features, and services available thereon, the "**Service**").

THESE TERMS AND CONDITIONS (THIS "**Agreement**") CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND InspireMD AND BY USING THE SITE (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING (THE DATE OF SUCH OCCURRENCE BEING THE "**Effective Date**"):

- (i) THIS AGREEMENT AND
- (ii) OTHER SUPPLEMENTAL TERMS AND POLICIES REFERENCED HEREIN, WHICH ARE HEREBY INCORPORATED INTO, AND MADE A PART OF, THIS AGREEMENT BY REFERENCE.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SITE.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Privacy and Cookie Policy at <http://www.inspiremd.com/en/> , which this Agreement is incorporated thereto by reference.

This Agreement represents the entire agreement between InspireMD and you in relation to the subject matter, and supersedes all prior agreements, understandings, and prior and contemporaneous statements between you and InspireMD on this subject. You acknowledge and agree that by entering into this Agreement you have not relied on any representation or statement (whether negligent or naive) that is not expressly written in this Agreement; For example, statements and explanations of any FAQs or other marketing material on the Site are for convenience only and are not a binding part of this Agreement.

The language of this Agreement is expressly agreed to be English. By entering into the Agreement, you hereby irrevocably waive, to the maximum extent legally permitted, any Law (defined below) applicable to you requiring that the Agreement be localized to meet your language, as well as any other localization requirements.

**You also acknowledge that, except to the extent expressly provided otherwise in this Agreement, the subject matter of this Agreement does not include the sale, licensing, access or use of any InspireMD Monitor and/or of the Site.**

## MINORS

By using this Site, you state that you are of legal age in your jurisdiction to create a binding contract, but in any case, at least sixteen (16) years. Children under the age of sixteen (16) may not use the Site without the consent of their legal guardian. We do not knowingly collect personally identifiable information from users under the age of sixteen (16).

## CHANGE OF THE TERMS OF USE

InspireMD reserves the right, in its sole discretion, to make changes to this Agreement at any time by posting the changed Agreement at the Site. Such changes will be effective ten (10) days after such posting, and your continued use of the Site shall be deemed your agreement to such changes. In such cases, we will also update the "*Last modified date*" set forth above. Please check the above webpage regularly for any changes.

At InspireMD's sole discretion, any InspireMD obligation hereunder may be performed (in whole or in part), and any InspireMD right may be exercised (in whole or in part), by an InspireMD Affiliate.

## PRIVACY AND COOKIES

Please read our Privacy and Cookie Policy <http://www.inspiremd.com/en/>

## DATA PROTECTION

To help protect the privacy of personal data and personally identifiable information you transmit using our Site, we maintain technical and organizational measures, such as physical, technical, and administrative security measures. We regularly update and test our security technology. We restrict access to your personal data to employees and experts who need to know this information in order to provide you with benefits or services. In addition, we train our employees on the importance of confidentiality and the privacy and security of your information. We commit to take appropriate disciplinary measures against our employees and service providers in order to maintain the privacy of your information.

## LICENSE AND LICENSE RESTRICTIONS

Subject to the terms and conditions of this Agreement, InspireMD grants you a limited, non-exclusive, non-assignable, non-sublicensable, revocable license, to use the Site (in executable code version) on one or more compatible Devices that you own or control and use the Site solely for your own personal and non-commercial use (the "License"). Use of the Site must be in accordance with the Documentation.

You shall not (and shall not permit or encourage any third party to) do any of the following: (a) copy or reproduce the Site; (b) sell, assign, lease, lend, rent, distribute, or make available the Site to any third party, or otherwise use the Site in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of the Site; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Site; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of

the Site; (f) make a derivative work of the Site, or use the Site to develop any service or product that is the same as (or substantially similar to or competitive with) the Site; (g) disclose to the public the results of any internal performance testing or benchmarking studies of or about the Site, without first sending the results and related study(ies) to InspireMD, and obtaining InspireMD's written approval of the assumptions, methodologies and other parameters of the testing or study(ies); (h) publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Site; and/or (i) use the Software to infringe, misappropriate or violate any third party's Intellectual Property Rights, moral rights, privacy or other personal rights, or any Law. References in this paragraph to "Site" shall be taken to mean the Site in whole or in part, as well as any Documentation.

Your full compliance with the above limitations is a condition to the License; provided however, that such limitations shall not apply to the extent expressly permitted otherwise in this Agreement, or to the extent any limitation is prohibited by the Law applicable to you. You acknowledge that the Site contains information and materials that are confidential and proprietary to InspireMD (and may even constitute InspireMD's, or a InspireMD Affiliate's, trade secrets), and therefore you agree that a breach or threatened breach of this Section (License and License Restrictions) may cause InspireMD and/or a InspireMD Affiliate to suffer irreparable harm or damage for which monetary damages will be inadequate, and accordingly, if InspireMD or a InspireMD Affiliate seeks an injunction, specific performance, or other equitable relief to enforce any provision under this Section, InspireMD or the InspireMD Affiliate (as the case may be) shall not be required to post a bond or to prove the likelihood of irreparable harm.

To the extent you are given the right, under any Law applicable to you, to receive information and/or materials for purposes of making the Site interoperable with other software products, you agree to first request from InspireMD (in formal writing) access to such information and/or materials, and if InspireMD accepts such a request, InspireMD may (in its sole discretion) impose additional conditions on such access and use (but such use shall in any event be solely for the purpose of achieving the desired inter-operability).

### **THIRD-PARTY RESOURCES**

The Site may display, or allow you to view, access, link and/or interact with third-party content and other sources not owned or controlled by InspireMD (this Content, "Third-Party Content"). The site may also allow you to communicate with related third parties. The display or communication from a Third-Party Content does not (and will not be construed as) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by InspireMD of such Third-Party Content or third-party, nor any affiliation between InspireMD and such a third party. InspireMD is not responsible or liable for third-party content, third-party terms of use, privacy policy, actions, omissions or practices. Please read the terms of use and privacy policies of any third party that you interact with before you engage in any activity.

### **FEATURES**

All references herein to the Site will also include its Features. InspireMD reserves the right to remove, modify, and/or add Features at any time, without any notice or obligation to you, and for any reason. Some features may be limited, suspended or restricted by geography, volume, duration or any other criteria decided by InspireMD in its sole discretion. Furthermore, if InspireMD determines that you are in violation of any provision of this Agreement, we reserve the right to block you from certain features. We make available features because we believe it improves the user experience of

the Site. You acknowledge and agree that only because we allow the feature to be available does not mean that we support, or can otherwise control, any way that this feature is being used. A new or modified feature may be accompanied by separate or additional terms or conditions, in which case such terms (as set out in the License and License Restrictions) apply in lieu of, or in addition to, this Agreement. InspireMD may, at its sole discretion, accept new features and/or require additional personally identifiable information.

Without derogating from the generality of the foregoing paragraph, you acknowledge that whereas Features currently make the Site compatible for use with monitors and devices other than the InspireMD Monitors, these Features may be removed or modified in the future.

## **OWNERSHIP**

You hereby confirm that the Site and the Documentation are or may be protected by Intellectual Property (and similar) Laws, treaties, and conventions. All rights not expressly granted herein are reserved by InspireMD and its licensors and suppliers. InspireMD is the sole and exclusive owner of: (a) the copy(ies) of the Site and Documentation; and (b) all Intellectual Property Rights in and to the Site, the Documentation, and all Content. Furthermore, InspireMD shall be the sole and exclusive owner of all Intellectual Property Rights and all ideas, suggestions, or similar feedback about performance of the Site and/or for improving the Site (collectively, "Feedback IP"). To the extent any Feedback IP does not automatically vest in InspireMD, you hereby assign (and agree to assign) such Feedback IP to InspireMD, as well as reasonably cooperate with InspireMD in executing such further instruments requested by InspireMD to perfect InspireMD's (or a designated InspireMD Affiliate's) ownership of such Feedback IP.

## **DISCLAIMERS**

The Site, the documentation and any content is provided and made accessible to you on an "as is" and "as available" basis, with all faults, and without any representation, warranty, guarantee, or condition of any kind whatsoever, whether express, implied or statutory, including without limitation any implied warranties of merchantability, compatibility for particular purpose, satisfactory quality, quiet possession, title, quality of service, non-infringement, or that otherwise arise from a course of performance or dealing, or usage of trade, all of which are hereby disclaimed by InspireMD and its licensors and suppliers.

You acknowledge and agree that the Site is not a medical site and that the Site, documentation and content are provided for informational purposes only. Your use of and reliance on them is at your own risk. Neither InspireMD (including its personnel and all its affiliates) nor its authorized suppliers, are authorized or qualified medical or health professionals.

**NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, NOR DELAY IN OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE READ OR BEEN INSTRUCTED TO DO ON OR THROUGH THE SITE OR. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PHYSICIAN OR EMERGENCY SERVICES IMMEDIATELY.**

Some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to you, InspireMD limits the duration of such warranties and conditions to the duration of ninety (90) days

from the Effective Date. You acknowledge and agree that this section (Disclaimers) is an essential basis of the transaction between you and InspireMD.

## LIMITATION OF LIABILITY

IN NO EVENT WILL INSPIREMD OR ANY INSPIREMD AFFILIATE BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
- (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
- (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
- (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

THE COMBINED AGGREGATE LIABILITY OF INSPIREMD AND ALL INSPIREMD AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE LOWER OF: (A) FIVE U.S. DOLLARS (US \$5), AND (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO INSPIREMD OR AN INSPIREMD AFFILIATE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF INSPIREMD OR A INSPIREMD AFFILIATE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.

Some jurisdictions' Laws do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in this Agreement shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation. You acknowledge and agree that this section (Limitation of Liability) is an essential basis of the transaction between you and InspireMD.

## INDEMNIFICATION

If any third party (including, but not limited to, a regulatory or governmental authority) makes any demand, claim, suit, action or proceeding against InspireMD, an InspireMD Affiliate, and/or any of our respective directors, officers, employees, or representatives (each, an "Indemnitee"), and it is based upon or arises from:

- a) Your use of the Site; and/or
- b) Your breach of any provision of this Agreement

(each of the foregoing, an "**Indemnity Claim**") then, upon written request by InspireMD (to be decided in its sole discretion), you agree to assume full control of the defense and settlement of the Indemnity Claim; provided, however, that (a) InspireMD reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Indemnity Claim, and in such cases you agree to reasonably cooperate with InspireMD's defense

activities at your own cost and expense; and (b) you shall not settle any Indemnity Claim, or admit to any liability thereunder, without the express prior written consent of the Indemnitee.

In addition, and regardless of whether (or the extent to which) you controlled or participated in the defense and/or settlement of an Indemnity Claim, you agree to indemnify and hold harmless the Indemnitee for and against: (a) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in the defense of the Indemnity Claim; and (b) any amounts awarded against, or imposed upon, the Indemnitee under such Indemnity Claim, or otherwise paid in settlement of the Indemnity Claim (including without limitation any fines or penalties).

## **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement (including without limitation its validity and formation) shall be governed by and construed in accordance with the Israeli laws. The district court in Tel Aviv, Israel, shall have the exclusive jurisdiction to discuss any disagreement, argument or dispute regarding to this agreement, its enforcement and its interpretation.

## **ASSIGNMENT**

InspireMD may assign this Agreement (or any of its rights and obligations hereunder) without your consent, and without personal notice or obligation to you. This Agreement is personal to you, and you shall not assign (or in any other way transfer) this Agreement (or any of your obligations or rights hereunder) without InspireMD's express prior written consent. Any prohibited assignment shall be null and void.

## **CONTACT US**

You can send us a 'contact us' (or similar) request, by filling out and submitting an online form that InspireMD provides on the Site or by sending an email to the following address [info@inspiremd.com](mailto:info@inspiremd.com). You are required to provide us with certain Personal Information, such as your name and email address in order for us to contact you.

