

BRAIN-CENTRE.COM TERMS OF USE

Welcome to **BRAIN-CENTRE.COM**. We thank you for using our services.

The website located at **BRAIN-CENTRE.COM** (the “**Site**”) are a copyrighted work belonging to BRAINCENTRE LTD (“**Company**”, “**us**”, “**our**”, and “**we**”). Certain features of the Platform may be subject to additional guidelines, terms, or rules, which will be posted on the Platform in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

BRAIN-CENTRE.COM is a Platform that enables you to leverages AI to analyze emails and attachments, extracting key metadata and summarizing their content.

THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS. YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, PLEASE DO NOT ACCESS AND/OR USE THE SITE. ANY PERSONAL INFORMATION SUBMITTED BY CHILDREN UNDER THE AGE OF 13 WILL NOT KNOWINGLY BE STORED BY US.

1. ACCOUNTS

1.1 Account Creation. In order to use certain features of the Site, you may need to register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You may also open an Account through the use of a third party platform or social network such as Facebook or Google. In this case, please note that we are not responsible for any actions taken, or information collected, by these third parties and do not knowingly transfer any information to them. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with these Terms in our sole discretion.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account (e.g. not sharing your password with anyone or letting others use it). You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1 License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

2.2 Open Source. Some components of the Site, or of the services and products provided by the Site, include components that are subject to an open source license. These components may include images, fonts, videos, functional code etc. The licenses are usually included in the files of the service or product provided to you, and are also available <http://brain-centre.com/informacion>.

2.3 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained and published on all copies made and/or displayed.

2.4 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.5 No Support or Maintenance. Although we will try our best, there is always a possibility that some information you provide to us could get lost due to data corruption, hardware failure, network issues, problems with hosting and actions by third parties or other technical reasons. Similarly, it is possible that some of the services could become unavailable or slow at times. You agree not to hold us liable or responsible for any interruption of service or loss of data, and you acknowledge that we made you no guarantees about service availability or data durability.

2.6 Ownership. Excluding any User Content (defined below) that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by us or by our suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

2.7 Confidentiality. You acknowledge that the service provided by the App/Site/Platform including its' features, content (whether textual, visual or any other form), architecture, layout, implementation and interfaces, but excluding User Content, constitutes valuable proprietary confidential information of the Company, and that unauthorized disclosure or use of such confidential information is prohibited and could cause irreparable harm to the Company. You must hold such information in confidence using the same degree of care, but in no

case less than a reasonable degree of care, that you use to prevent the unauthorized dissemination or publication of your own confidential information. You may use such confidential information only for the purpose of utilizing the services as permitted in these Terms. Except as explicitly otherwise provided herein, you may not disclose such information to any third party, without the Company's prior written consent. These confidentiality obligations shall not apply to information that (i) is publicly known through no fault or breach on your part; (ii) was rightfully in your possession (as can be reasonably proven) prior to disclosure by the Company; (iii) was rightfully obtained (as can be reasonably proven) from a third party who has the right to transfer or disclose it (iv) you are required to disclose pursuant to a binding order/request by court/other governmental authority, provided that, to the extent permissible, you provide the Company notice of the requested disclosure as soon as possible, to allow the Company to seek an appropriate protective or preventive order.

3. USER CONTENT

3.1 "User Content" means all information and content that a user submits to, or uses with, the Site (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (here below), our Privacy Policy **[Client, please add link]** and/or the rest of these Terms. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates these Terms or other people's copyrights. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. Our collection of the User Content is subject to our Privacy Policy. **[Client: Please add a link to the Privacy Policy after you add it.]**

3.2 License to Company. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit (including commercially) your User Content and your Feedback (as defined in section 3.5 here below), and to grant sublicenses of the foregoing rights. You hereby irrevocably waive (and agree to cause to be waived) any claims and/or assertions of moral rights or attribution with respect to your User Content.

3.3 Acceptable Use Policy.

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party rights, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable;

(iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without the User's consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

3.4 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

4. Service Fees.

4.1 Some of the services provided on the Platform may be subject to a service fee (the "Service Fee"). The Service Fee will be charged using the payment details that you provided when requesting the service, or based on the preferred payment method that you selected in your user Account. We may limit or change the available payment methods in our sole discretion.

4.2 The payment processing system that we use is provided by a third party (for example, PayPal). Such third parties use accepted industry security standards. Nevertheless, we cannot guarantee that this service will be free of errors and do not take any responsibility, other than specifically stated in these Terms, for any faults, errors and or any other damages caused by these third party payment platforms.

4.3 In certain cases, your selected method of payment may incur you additional fees. For example, some credit card companies charge a fee for online payments. These third party fees are charged directly, and taken by, the relevant third party and not by us. Any questions relating to these additional third party fees should be raised directly with the relevant third party.

4.4 Any applicable Service Fees (including any applicable Taxes) will be displayed prior to confirming your request for the service. The Service Fee may vary based on your

geographical location. We reserve the right to change the Service Fees at any time, and will provide users adequate notice of any such changes before they become effective.

4.5 You are responsible for paying any Service Fees that you owe to us. Except as otherwise stated in these Terms, or unless decided otherwise, in writing, by the Company, the Service Fees are non-refundable.

5. INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. THIRD-PARTY LINKS & ADS; OTHER USERS

6.1 Third-Party Links & Ads. The Site may contain links to third-party websites and/or services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

6.2 Other Users. Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and another user, we are under no obligation to become involved, but may, in our sole discretion, attempt to assist in resolving the issue.

6.3 Release. You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads).

7. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (INCLUDING ANY MANAGEMENT MEMBERS, BOARD MEMBERS, EMPLOYEES, SUPPLIERS AND ETC) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION/LIMITATION MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (INCLUDING ANY MANAGEMENT MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, ETC) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY (INCLUDING ANY MANAGEMENT MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, ETC) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. TERM AND TERMINATION. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site

(including your Account) at any time for any reason at our sole discretion. Upon termination of your rights under these Terms, your Account and right to access and use the Site, or specific functions of its' service, will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, these Terms will remain in effect.

10. COPYRIGHT POLICY.

We respect the intellectual property of others and ask that Users of the Platform do the same. We have adopted a policy respecting copyright law that provides for the removal of any infringing materials. For more information, please click [here](#). **[Dear Client: - please add link to an additional page, and include the Grey highlighted information below on it and then then delete the highlighted information from this document]**

If you believe that one of our users is, through the use of our Platform, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, please send us the following information by email to: [Please insert Contact email for users]

1. identification of the copyrighted work(s) that you claim to have been infringed;
2. identification of the material on our services that you claim is infringing and that you request us to remove and sufficient information to permit us to locate such material;
3. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and e-mail address;
4. a signed statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects you to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

11. GENERAL

11.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. Any changes to these Terms will be effective ten (10) calendar days following our notice to you (directly or via the Platform). These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.2 Governing Law and Jurisdiction. These Terms shall be governed by the law of the State of Israel exclusive of its choice of law rules. Your conduct may also be subject to other

local, state, and national laws. Any action to be brought in connection with these Terms, the Services shall be brought exclusively in the court located in Haifa, and you irrevocably consent to their jurisdiction. Any cause of action against us must be brought within one (1) year of the date such cause of action arose. Notwithstanding the foregoing, the Company may lodge a claim against you pursuant to the indemnity clause in these Terms, in any court adjudicating a third party claim against the Company.

These Terms shall be governed without regard to the United Nations Convention on the International Sales of Goods. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees.

11.3 Electronic Communications. The communications between you and Company may be through electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

11.4 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

11.5 Copyright/Trademark Information. Copyright © 2024, Inc. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

11.6 Contact Information: meir.krasniker@brain-centre.com

LAST REVISED ON: OCTOBER 12, 2024