



“BIOPHARMAX” TERMS & CONDITIONS

BIOPHARMAX welcomes you and thanks you for choosing to browse our website at: **WWW.BIOPHARMAX.COM** (the “Website” or the “Site”).

BIOPHARMAX is a global design and construction provider of manufacturing facilities and systems for Biotechnology, Pharmaceutical and synthesis API manufacturers.

The website provides information about BIOPHARMAX activities and services, and providing a convenient platform for visitors and customers to view and contact the site by leaving contact information.

1. AGREEMENT TO TERMS:

- 1.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and the Site (“we”, “us” or “our”), concerning your access to and use of the Site as well as any other media form, media channel, mobile website or website related, linked, or otherwise connected thereto. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions (“**Terms and Conditions**”).
- 1.2. In the event of inconsistency between any terms of this contract and any translation into another language, the English version will control and prevail on any question of interpretation or otherwise.
- 1.3. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change.
- 1.4. The Site is intended for users who are at least 18 years of age.

2. INTELLECTUAL PROPERTY RIGHTS:

- 2.1. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, application, designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us.
- 2.2. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of

the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

- 2.3. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content and the Marks.

3. USER REPRESENTATIONS:

- 3.1. By using the Site, you represent and warrant that: (1) Each and every use of the Site is for your own risk and responsibility; (2) all registration information you submit will be true, accurate, current, and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you have the legal capacity and you agree to comply with these Terms and Conditions; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.
- 3.2. We have the right to refuse any and all current or future use of the Site. Without Limiting the generality of the Foregoing, if you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to block your access and refuse any and all current or future use of the Site (or any portion thereof).

4. PROHIBITED ACTIVITIES:

- 4.1. You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 4.2. As a user of the Site, you agree not to:
 - 4.2.1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
 - 4.2.2. make any unauthorized use of the Site, including collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email by automated means or under false pretenses;
 - 4.2.3. steal and/or copy and/or make any use of the designs and/or ideas of products on the website;

- 4.2.4. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
 - 4.2.5. trick, defraud, or mislead us and other users;
 - 4.2.6. make improper use of our support services or submit false reports of abuse or misconduct;
 - 4.2.7. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
 - 4.2.8. attempt to impersonate another person;
 - 4.2.9. use any information obtained from the Site in order to harass, abuse, or harm another person;
 - 4.2.10. use the Site as part of any effort to compete with us;
 - 4.2.11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
 - 4.2.12. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
 - 4.2.13. delete the copyright or other proprietary rights notice from any Content;
 - 4.2.14. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
 - 4.2.15. upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, or other material, including use of spamming, that interferes the enjoyment of the Site;
 - 4.2.16. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
 - 4.2.17. use the Site in a manner inconsistent with any applicable laws or regulations.
- 4.3. Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

5. THIRD-PARTY CONTENT:

- 5.1. The Site may contain (or you may be sent via the Site) links to other Sites ("**Third-Party Sites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site,

including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Sites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Sites or any Third-Party Content does not imply approval or endorsement thereof by us.

- 5.2. Any purchases you make through Third-Party Sites will be through other sites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

6. SITE MANAGEMENT:

- 6.1. We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

7. PRIVACY POLICY:

- 7.1. In order to provide you service, we may use your personal data, such as, *inter alia*, information about your use of the Site, and information about your mobile device or computer (“**Personal Information**”). The Personal Information may be collected and used to:
 - 7.1.1. provide services to you and improve the Site and/or the services;
 - 7.1.2. ensure proper performance of the Site;
 - 7.1.3. analyze and manage our businesses;
 - 7.1.4. improve our customer service;
 - 7.1.5. contact you or provide you with relevant data with regard to the Site or the services.
- 7.2. Each time you use the Site, we may automatically collect certain types of information. Some examples of automatic information we may collect are as follows:
 - 7.2.1. we may record your internet service provider’s address, your internet protocol or IP address and the type of handheld or mobile device.
 - 7.2.2. we may collect a record of your activity or your “clickstream” while visiting the Site.
 - 7.2.3. we may use “cookies” of different types to recognize your computer or mobile device. A cookie is a small text file that a website, online application, or e-mail may

save to your internet browser and/or your computer's hard drive for use in subsequent visits to sites.

- 7.2.4. we may collect any information you enter, share or that can be obtained from your use of the Site.
- 7.3. We may share your personal information with third parties, except for sensitive information such as credit card information and I.D numbers, including with our services providers.
- 7.4. Some examples of things service providers may do that may involve your personal information are:
 - 7.4.1. develop, host or maintain the Site on our behalf;
 - 7.4.2. aggregate customer information and/or improve customer service. We may then share such aggregated information with prospective marketing partners and advertisers.
- 7.5. These service providers are granted access to some or all of your personal information as necessary and may use cookies (as defined above) or other automatic collection technology on our behalf.

8. CalOPPA - California Consumer Privacy Statement

- 8.1. This California Consumer Privacy Statement supplements the Global Privacy Notice and applies solely to consumers in the state of California. This Statement does not apply to Site personnel. This California Consumer Privacy Statement uses certain terms that have the meaning given to them in the California Consumer Privacy Act of 2018 and its implementing regulations (the "CCPA").
- 8.2. Categories of personal information are collected. The personal information that the site collects fall into the following categories as established by the California Consumer Privacy Act:
 - 8.2.1. identifiers such as your name, alias, address, phone numbers, or IP address;
 - 8.2.2. personal information, such as a credit card number;
 - 8.2.3. commercial information, such as purchase and content streaming activity;
 - 8.2.4. internet or other electronic network activity information, including content interaction information, such as content downloads, streams, and playback details;
 - 8.2.5. geolocation data, such as the location of your device or computer;
 - 8.2.6. inference data, such as information about your purchase preferences.
- 8.3. Categories of personal information disclosed for a business purpose. The personal information that the site discloses about consumers for a business purpose fall into the following categories established by the California Consumer Privacy Act:

- 8.3.1. identifiers such as your name, address, phone numbers, or IP address, for example if we use a third-party carrier to deliver your order;
 - 8.3.2. personal information, such as a credit card number, for example if we use a third-party payment processor;
 - 8.3.3. your age, gender, or other protected classifications, for example if you choose to participate in a survey distributed by a survey provider;
 - 8.3.4. commercial information;
 - 8.3.5. internet or other electronic network activity information, such as if we use a service provider to help us gather crash reports for analyzing the health of our devices and services.
- 8.4. Right to Request Access to or Deletion of Personal Information: you may have the right under the California Consumer Privacy Act to request information regarding the collection of your personal information by the site, or access to or deletion of your personal information. If you wish to access this information, please contact us using the contact information provided below.
- 8.5. No sale of personal information. The site has not sold any personal information of consumers, as those terms are defined under the California Consumer Privacy Act.
- 8.6. No Discrimination. The site will not discriminate against any consumer for exercising their rights under the California Consumer Privacy Act

9. PERMISSION FOR DISTRIBUTION, PUBLICATIONS AND ADVERTISEMENT:

- 9.1. Any user who leaves details on the site and is added to the site mailing list, approves the use of their details for the purpose of receiving marketing information, updates and advertisements that the site will send from time to time.
- 9.2. A user who has provided such details will be subject to the mailing instructions detailed in the Terms and Conditions hereinafter.
- 9.3. It is prohibited to leave details of another person on the site without their consent and / or without their presence in front of the screen while leaving the details and without explaining all the Terms and Conditions to them.
- 9.4. When leaving details on the site, the user will be asked to provide personal information such as: first name, last name and an active e-mail address. Providing partial or incorrect information may prevent the user from using the site services and prevent the site from making contact if necessary. In case of a change in any of the information provided by the user, the new information must be updated on the website.

- 9.5. It is clarified that there is no legal obligation to provide details on the site however without their submission it will not be possible to receive marketing content and updates from the site.
- 9.6. The site will not use the information provided except for in accordance with the site privacy policy which is an integral part of this Terms and Conditions.
- 9.7. Leaving details on the site and consent to receive marketing content includes, among other things, receiving marketing content, promotions, updates and discounts offered to registered users.
- 9.8. Mailing approval (receiving of marketing content) as aforesaid, constitutes the user's consent to the submission of advertisements in accordance with the Communications Law (Bezeq and Broadcasting) (Amendment No. 40) - 2008 (the "Communications Law").
- 9.9. It is clarified that the user has the option to remove himself from the site mailing list at any time by clicking on the button "Unsubscribe" that appears at the bottom of any e-mail sent by the site, or by emailing the site stating that they wish to be removed from the mailing list. As long as the user has not removed himself from the mailing list, the site may transfer direct mail to the user subject to the Communications Law.
- 9.10. Mailing information should not be construed as a promise of any outcome and / or warranty for the service offered therein.
- 9.11. Mailing as a whole, including all the information contained therein, is offered as is, and will be as accurate and correct as possible, however, the information may not be complete and technical or other errors in the information could happen.
- 9.12. The user confirms that he will not have any claim in connection with mailing advertisements and / or advertisements displayed on the website, including their location on the website. It is clarified that with regard to advertisements displayed under the auspices of a third party, the site has no interference in the selection of the advertisements displayed, the truth of their content and the order in which they appear.

10. COPYRIGHT INFRINGEMENTS:

- 10.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below.

11. TERM AND TERMINATION:

- 11.1. These Terms and Conditions shall remain in full force and effect while you use the Site. without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain ip addresses), to any person for any reason or for no reason,

including without limitation for breach of any representation, warranty, or covenant contained in these Terms and Conditions or of any applicable law or regulation. we may terminate your use or participation in the Site and any content or information that you posted at any time, without warning, in our sole discretion.

12. MODIFICATIONS AND INTERRUPTIONS:

- 12.1. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site.
- 12.2. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.
- 12.3. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

13. GOVERNING LAW:

- 13.1. These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the State of Israel applicable to agreements made and to be entirely performed within the State of Israel, without regard to its conflict of law principles.
- 13.2. Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted to the courts in Tel-Aviv district in the State of Israel, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenienc.

14. CORRECTIONS:

- 14.1. There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

15. DISCLAIMER:

- 15.1. THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMITTED BY LAW.
- 15.2. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE’S CONTENT AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY

FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE; (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (4) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY.

- 15.3. The information appearing on the Site should be not construed as a promise of any result and/or responsibility for the activity of the products sold on it. The Site will not be responsible for any damage, direct or indirect, which will be caused to the user as a result of relying on information appearing on the Site and/or links to other sites and/or any other source of internal and/or external information and/or use of products displayed by Site.
- 15.4. Some products appearing on the Site are manufactured by third parties. The users of the Site confirm and declare that they are aware of this and that they will be responsible for contacting and demanding compensation from the manufacturer for any damage, direct or indirect, that will be caused to them as a result of using the products.
- 15.5. The images of the products on the Site are displayed for illustration purposes only. There may be differences in appearance, in color, in size, etc. between the product as shown on the Site and the product that will be provide to customer. Scribal errors in product description and/or price will not charge the Site.
- 15.6. Information and presentations displayed on the Site, originating from the Site's business partners and/or third parties whose products and or services appear on the Site and any content in relation to the products and or services are the sole responsibility of the business partners and/or third parties. Therefore, it is understood that the Site has no responsibility for such information and the Site does not guarantee the accuracy of this information.
- 15.7. The Site recommends that users should behave as intelligent and careful customers, and read carefully the information displayed on the Site, including the information in relation to the product itself, its description and suitability, as described on the Site.

16. MISCELLANEOUS:

- 16.1. These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time.
- 16.2. If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term will to that extent be severed

from the remaining terms which will continue to be valid to the fullest extent permitted by law.

17. CONTACT US:

- 17.1. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us by:

Address: 4 HASADNAOT ST., HERZLIA, 46728 ISRAEL;

Phone: 972-9-971-6111;

or email: INFO@BIOPHARMAX.COM

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