

TERMS AND CONDITIONS

Recently updated March 10, 2021

These Terms and Conditions (these “**Terms**”) govern your relationship with us, Liquidity Capital M.C. Ltd. (and its subsidiaries) (“**Liquidity**”, “**we**”, “**us**” or “**our**”) and set forth the terms and conditions under which we make our website (“**Site**”) available and/or the services available through the Site, including our proprietary platform, which is an analytical tool that enables users to assess companies and provides ongoing monitoring to such companies (“**Platform**”) or services otherwise provided by us (collectively, the “**Services**”), to each person (the “**User**” or “**you**”) accessing or using the Site or the Services.

By using the Site and/or the Services, you agree to be bound by these Terms as may be amended from time to time by Liquidity, and shall supersede and replace all prior versions of the same. Please read these Terms carefully and visit this page regularly for updates and changes. If you do not agree to be bound by these Terms, you should discontinue using the Site and/or the Services. As long as you do not cease using the Site or any of the Services, you will be conclusively deemed to have accepted these Terms. If you accept these Terms on behalf of any other person(s) or organization(s), then you represent to Liquidity that you are legally authorized to do so, and “you” or “your” therefore also include those other person(s) or organization(s). **If you do not agree to these Terms, you are not authorized to use and you must cease using the Services, the Site and the Platform.**

You may access portions of the Site and any Service with a free account as a user, while access to certain other portions of the Site and selected features of the Services is free, Liquidity may charge fees for features and benefits associated with any Site or Services at any time. For this purpose, you may be subject to additional terms or agreements entered into with us, as applicable to you. If you enter into a separate agreement with Liquidity, for access or use the Site and the Services (the “**Master License Agreement**”), to the extent that the terms of the Master License Agreement conflict with the provisions of this Terms, the provisions of the Master License Agreement shall prevail and override the conflicting provisions of this Terms, unless stated otherwise under the Master License Agreement.

For information on how we collect, use and share personal data, please see our [Privacy Policy](#).

Our [Privacy Policy](#) is an integral part of these Terms. You may not use the Site or the Services if you disagree with any of the provisions included in the [Privacy Policy](#) and with the provisions of the Data Processing Agreement set forth therein.

1. OUR SERVICES

- 1.1. Our Site is intended to present an overview of Liquidity, its Services or any other information or news related therewith. Our Site also contains links to our Platform console, and contains information on partners who work with us, including venture capital funds, investment entities (“**Funds**”), and companies.
- 1.2. The Platform is an analytical tool that enables users to assess companies and provides ongoing monitoring service with respect to such companies (“**Scoring**”). The Scoring is based on financial data provided by Users, such as invoices, reports, budgets and forecasts, as well as through APIs to the companies' billing systems and credit provider/bank accounts (“**Company Data**”). The Platform provides the Users with a dashboard based on the Company Data (“**Scorecard**”). In addition, based on the Company Data and certain Funds' portfolios, and in accordance with the User's (other than a Fund) instructions, the Platform provides a match score between the respective company or entity

and Fund(s) (a "Scored Entity" and "Match Score", respectively). Any User registering to the Site is solely responsible for the accuracy, completeness and sufficiency of the Company Data. By completing the registration process, You represent that any and all Company Data shared with us is accurate, up to date, and truthful, and that the You have all required rights and authorizations to share such Company Data with us and with third parties through the Site. You undertake to complete, correct or update any inaccurate, incomplete or out of date data provided to us, as soon as practicable following discovery that the data is inaccurate, incomplete or out of date. BY UPLOADING AND/OR DISCLOSING ANY COMPANY DATA, YOU (I) REPRESENT AND WARRANTS THAT NO PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, TRADE SECRET, PUBLICITY OR PRIVACY RIGHTS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS ARE BEING VIOLATED BY YOUR DISCLOSURE, TRANSMISSION OR SHARING OF ANY COMPANY DATA VIA ANY SITE, PLATFORM OR SERVICE; AND (II) AGREE NOT TO UPLOAD, TRANSMIT, OR SHARE ANY COMPANY DATA ON ANY SITE, PLATFORM, OR SERVICES THAT YOU:

- 1.2.1. LACK AUTHORITY OR PERMISSION TO UPLOAD, TRANSMIT OR SHARE; OR
 - 1.2.2. THAT VIOLATED IN ANY WAY THE RIGHT OF OTHER PERSONS OR SOLICITS, ENCOURAGES, OR PROMOTES ILLEGAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO ACTIVITIES THAT THREATEN, ABUSE IN ANY WAY, HARASS, DEFAME, LIBEL, DISPARAGE, INVADE THE PRIVACY OR PUBLICITY RIGHTS OF OTHER PERSONS OR THIRD PARTIES.
- 1.3. In addition, upon the completion of the registration process, You warrant that the Company Data shall not include any information which identifies or may with reasonable effort be used to identify a natural person ("Personal Data"). Without derogating from the generality of the above, as between You and Liquidity, You undertake that in case you share any Personal Data with us or through the Site, You have all requisite rights to control, process and share such Personal Data, and that sharing such Personal Data will not infringe any rights, including any privacy rights, of any third parties, including any data subjects identified by such Personal Data. The disclosure of any Personal Data shall be in accordance with our [Privacy Policy](#) and, if applicable, with our the Data Processing Agreement.

THE SCORING AND ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE DO NOT CONSTITUTE A RECOMMENDATION BY LIQUIDITY TO INVEST IN ANY PARTICULAR COMPANY, NOR AN ENDORSEMENT OR VALIDATION BY LIQUIDITY, THEY DO NOT CONSTITUTE OR PURPORT TO CONSTITUTE INVESTMENT ADVICE, OR PROFESSIONAL, BUSINESS OR LEGAL ADVICE OR CONSULTATION AND DO NOT SUBSTITUTE INDEPENDENT EVALUATION OF THE RISKS ASSOCIATED WITH INVESTING IN ANY COMPANY BY THE FUND. ANY DECISION TO INVEST IN A COMPANY SHOULD TAKE UNDER CONSIDERATION NUMEROUS ADDITIONAL FACTORS RELATED TO THE SPECIFIC CIRCUMSTANCES OF THE COMPANY , IN ACCORDANCE WITH THE FUND'S DISCRETION AND PROFESSIONAL COUNSEL.

THE SCORING AND ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE ARE PROVIDED FOR THE SOLE PURPOSE OF AFFORDING THE RECIPIENTS WITH BACKGROUND INFORMATION ABOUT THE SCORED ENTITY'S BUSINESS AND FINANCIAL STATUS. NEITHER THE SCORING NOR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE, CONSTITUTE OR PURPORT TO CONSTITUTE AN OFFER, INVITATION OR RECOMMENDATION TO SUBSCRIBE FOR OR PURCHASE ANY SECURITY AND NEITHER THE SCORING NOR ANYTHING CONTAINED IN OUR SITE OR OTHERWISE PROVIDED BY US FORMS THE BASIS OF ANY CONTRACT OR COMMITMENT. NEITHER SCORING NOR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE,

PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING AN INVESTMENT IN A COMPANY. NEITHER THE SCORING NOR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SITE PURPORT TO SUMMARIZE ALL OF THE CONDITIONS, RISKS, AND OTHER ATTRIBUTES OF AN INVESTMENT IN A COMPANY (INCLUDING IN ANY SCORED ENTITY) AND IS QUALIFIED IN ITS ENTIRETY BY THE INFORMATION TO BE MADE AVAILABLE BY THE USERS.

1.4. Subject to these Terms, Users may register on the Site to the Platform console, and undergo an onboarding process, which includes the provision of information regarding the Scored Entity (or Scored Entities), upload of financial data, and provision of authorizations to the Scored Entity's bank accounts/ billing system for ongoing monitoring. Following successful onboarding, (i) in the event the User is a company other than a Fund, then the Company Data will be analyzed and the user will be granted with a Scorecard, with Matching Scoring regarding certain Funds and with access to the User's dashboard on the Platform console; and (ii) in the event the User is a Fund, then each Company Data will be analyzed, and the Fund will be granted with a Scorecard, with Matching Scoring regarding certain Scored Entities, and with access to the Fund's User's dashboard on the Platform console.

1.5. Users (other than Funds) may choose to share the Scorecard and the Match Score with Funds (opt-in). We may also offer a User to share its Scoring, (including any information which the Scoring based) with Funds who partner with us ("**Disclosed Information**"), subject to the User's consent (opt-in).

If a User (other than Fund) elects to share its Scoring or any other information with a Fund or any other third party, whether independently or through the Platform, it is fully and solely responsible for any consequences and ramifications of such sharing, including any detrimental effects on the User's reputation or business, such as loss of business or investment opportunities. For the avoidance of doubt, Liquidity shall not be responsible or liable for any acts or omissions done by the Fund in relation to the Disclosed Information or with respect to any use of such Disclosed Information by the User, the Funds, and/or any third party acting on their behalf.

1.6. Reliance on any information appearing on the Site, whether provided by Liquidity, our content providers or others, is done solely at your own risk. While we have endeavored to ensure that all data available on our Site or otherwise provided in the context of the Services is accurate, no representation, express or implied, is made as to the accuracy, completeness or correctness of information contained in the Site or Services, including any Scoring, including the accuracy, likelihood of achievement or reasonableness of any forecasts, prospects, returns or statements in relation to future matters contained in the Site or Services ("**Forward Looking Statements**"). Such Forward Looking Statements are (i) by their nature subject to significant uncertainties and contingencies; (ii) based upon several estimates and assumptions as provided to us by the Users through the Company Data; and (iii) subject to changes which are expressly outside our control.

1.7. By receiving a Scoring or any other information made available to the Fund through the Site, a Fund agrees to the disclaimers and limitations included herein in relation to the Scoring and such other information and to Liquidity's limited liability in connection therewith. Without limiting the generality of the forgoing, any Fund which receives a Scoring acknowledges that the Scoring does not constitute a recommendation by Liquidity to invest in any Scored Entity, the Scoring is provided for the sole purpose of affording the Fund with analytical information regarding the Scored Entity, and does not constitute an offer, invitation, or recommendation to subscribe for or purchase any security.

The Fund further explicitly agrees that reliance on the Scoring or any other information provided in the context of the Services is done at the Fund's sole risk.

- 1.8. You shall maintain the access authorization to the Platform in strict confidence, shall not share such authorization with any third party and with any employee unless such employee has a "need to know" such authorizations, and is bound by customary confidentiality obligations, and will not allow or enable any third party to access the Platform console using such authorization. Liquidity may suspend or terminate any access authorizations to the Platform console, at any time, in its sole discretion.
- 1.9. Funds who partner with us may be provided with information on various Score Entities (subject to the receipt of such Score Entities' consent). In any case no provision of such data, in whatever format, shall be regarded as a recommendation or endorsement by Liquidity, or as a proposition to purchase equity in any such Score Entities.
- 1.10. Some of our Services are currently offered free of charge. We retain the right to change our billing policies at any time, and to charge fees or other payments in relation to our Services. In addition, in the event you have entered into a separate agreement with us, for example our Master License Agreement, you will be subject to the payment terms and conditions contained therein.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Certain content and information provided on and through the Site and/or the Services, including, without limitation, any of our logos, trademarks, graphics, designs, information, texts, images, software, data and other material displayed, available or present on the Site and/or Services (the "**Content**"), are the copyrighted and/or trademarked work of Liquidity and/or its affiliates.
- 2.2. Liquidity retains all rights, including any intellectual property rights, in the Content. Except as expressly permitted in these Terms, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Content in any manner.
- 2.3. Liquidity is, and shall remain at all times, the sole and exclusive owner of any and all rights, interests and title in the Site and the Platform, its code, and any underlying intellectual property rights and know-how associated therewith or with any part thereto, including without limitation any and all trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection therewith. Nothing in these Terms shall prohibit Liquidity in any manner from using, developing, marketing, licensing, or otherwise disposing of the Platform, or concepts, software or code embodied therein anywhere in the world; nor shall anything herein be construed to grant to the User any rights in or to any present or future products of the Liquidity, whether or not similar to the Platform.
- 2.4. Liquidity does not claim ownership of any Company Data. Subject to the rights granted to Liquidity under these Terms and if applicable, under the Master License Agreement. You retain full ownership of all Company Data uploaded by You to the Platform console, to the extent you would otherwise have intellectual property or other proprietary rights associated with it.

- 2.5. In the event the User is a company (other than Fund), then any User who uploads Company Data to the Site or otherwise shares data with us, thereby grants Liquidity, a world-wide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable right to use, process and analyze the Company Data, for the purpose of providing the Services to the User and to Liquidity's partners, including Funds, and for Liquidity's internal business purposes, including to develop, improve and enhance the Platform ("**Liquidity's Internal Use**").
- 2.6. In the event the User is a Fund, then any Fund which uploads Company Data to the Site or otherwise shares data with us, thereby grants Liquidity, a world-wide, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable right to use, process and analyze the Company Data, for the purpose of providing the Services to the Fund, and for Liquidity's Internal User.
- 2.7. You expressly acknowledge and agree that any and all Intellectual Property rights derived from the Liquidity's Internal Use of any Company Data are, and shall remain, the exclusive property of the Liquidity.
- 2.8. The User agrees that Liquidity may process the Company Data, together with additional public data regarding the user available in third party data sources (such as social networks, search engines, the Scored Entity's website, Pitchbook, Owler, and LinkedIn) for the sole purpose of providing the Services.

3. RESTRICTED USES

In connection with your use of the Site and/or Services, and without limiting any other obligations under these Terms, and if applicable under the Master License Agreement, or applicable law, you shall not, and shall not permit and/or assist others to:

- 3.1. Modify the Site and/or Services, or decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to disrupt the Site and/or Services, servers or networks connected to the Site or the Services, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Site and/or the Services in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Services;
- 3.2. Sell, distribute, copy, duplicate, or otherwise reproduce all or any part of the Site and/or Services;
- 3.3. Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Site, Services, technology or any software thereto;
- 3.4. Create a database by systematically downloading and storing all or any content from the Site or the Services;
- 3.5. Use the Site and/or Services for any illegal, immoral or unauthorized purpose, encourage criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- 3.6. Use the Site and/or Services in a manner which infringes another person's rights in any way, including privacy rights, any manner which is harassing, or otherwise offensive; and
- 3.7. Use the Site and/or Services in a way that infringes or violates these Terms, the Data Processing Agreement, and/or if applicable, the provisions of the Master License Agreement.

Except for your limited right to access and use the Site, Services, and the Platform, as expressly granted by these Terms and the Master License Agreement (if applicable), Liquidity retains all right, title, and interest in and to the Site, Services, and the Platform, including all related intellectual property rights. No grant or transfer of any right, title, or interest to you shall be implied. Notwithstanding anything to the contrary, on termination or expiration of these Terms, all rights and licenses granted to you under these Terms and/or pursuant to the Master License Agreement, shall terminate.

4. INDEMNITY; DISCLAIMER OF WARRANTIES

- 4.1. Each User agrees to indemnify, release and hold Liquidity harmless from any liability, claims, actions, loss, harm, damage, injury, cost or expense, including reasonable attorneys' fees, arising out of (i) any use of the Services or from the data the User uploads to the Platform console, *inter-alia*, with respect to any Company Data; (ii) any use of the APIs and the integration with third parties' systems; (iii) violation of any third party's rights, including but not limited to any intellectual property rights; and (iv) violation of any provision of (a) the Terms; (b) the Master License Agreement; (c) the [Privacy Policy](#); and/or (d) the provisions of the Data Processing Agreement.
- 4.2. YOU ACKNOWLEDGE AND AGREE THAT THE SITE, THE PLATFORM, THE SCORING AND THE SERVICES AND ANY OF THEIR CONTENT AND FEATURES, ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS", ARE USED ONLY AT YOUR OWN RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND LIQUIDITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, REGARDING THE SITE, THE SCORING, AND THE SERVICES BEING ERROR FREE, UNINTERRUPTED, ITS MERCHANTABILITY, TITLE OR FITNESS TO A PARTICULAR PURPOSE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, AND LACK OF VIRUSES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND REGARDLESS OF ANY KNOWLEDGE OF USER'S PARTICULAR NEEDS.
- 4.3. TO THE FULL EXTENT PERMITTED BY LAW, LIQUIDITY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS NOT CONTROLLED BY LIQUIDITY. USER ASSUMES ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE SITE AND THE SERVICES TO ACHIEVE ITS INTENDED OR EXPECTED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SITE AND THE SERVICES.
- 4.4. FURTHERMORE, LIQUIDITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR: (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE AND THE SERVICES AND/OR ANY AND ALL CONTENT STORED THEREIN; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE AND THE SERVICES; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE AND THE SERVICES THROUGH THE ACTIONS OF ANY THIRD PARTY; AND/OR (IV) ANY LOSS OF USER DATA FROM THE SITE AND THE SERVICES; AND/OR (V) THE USE OR RELIANCE ON THE SITE AND THE SERVICES OR ANY RESULTS OR INSIGTS GENERATED BY THE SITE AND THE SERVICES; AND/OR (VI) ANY ACT OR OMISSION (INCLUDING, BUT NOT LIMITED TO, ANY ACT OF NEGLIGENCE OR A BREACH OF THESE TERMS OR ANY CONFIDENTIALITY OBLIGATION) BY THE USER.
- 4.5. LIQUIDITY DOES NOT OPERATE AS AN ACCOUNTANT, FINANCIAL OR INVESTMENT PLANNER OR ADVISOR. FURTHER, LIQUIDITY DOES NOT PROVIDE FINANCIAL, BUSINESS, ACCOUNTING,

SECURITIES, TAX OR LEGAL ADVICE AND DOES NOT PROVIDE ANY INVESTMENT RECOMMENDATIONS OR ENDORSEMENT OF ANY KIND. USE OF THE SERVICES IS AT USER'S SOLE DISCRETION AND RISK. LIQUIDITY IS NOT REGISTERED, AND DOES NOT INTEND TO REGISTER, AS AN INVESTMENT ADVISER, INVESTMENT COMPANY, BROKER DEALER OR ANY OTHER SIMILAR REGISTRATIONS IN ANY JURISDICTION WHICH IS OR MAY BE APPLICABLE TO LIQUIDITY AND/OR ANY USER (EXAMPLES FOR SUCH RULES INCLUDE THE ISRAELI REGULATION OF INVESTMENT ADVICE, INVESTMENT MARKETING AND INVESTMENT PORTFOLIO MANAGEMENT LAW, 5755-1995 (THE "INVESTMENT LAW"), THE U.S. EXCHANGE ACT OR WITH THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (THE "NASD"), THE U.S. INVESTMENT COMPANY ACT OF 1940, OR THE U.S. INVESTMENT ADVISERS ACT OF 1940). CONSEQUENTLY LIQUIDITY IS NOT SUBJECT TO, AND DOES NOT NECESSARILY CARRY ANY RECORDKEEPING, INSURANCE REQUIREMENTS OR ANY OTHER SPECIFIC BUSINESS PRACTICE PROVISIONS REQUIRED THEREUNDER AND THE USERS WILL NOT BE AFFORDED THE PROTECTIONS OF SAID RULES OR REGULATIONS.

- 4.6. THE PLATFORM IS UNDER DEVELOPMENT, AND MAY NOT PROVIDE ALL FEATURES AS COMPLETELY FUNCTIONAL OR AVAILABLE. LIQUIDITY SHALL NOT BE RESPONSIBLE OR LIABLE IN RELATION TO THE ABOVE.
- 4.7. Despite our efforts, the information contained in the Site may not be accurate, comprehensive, complete, updated or applicable in all respects at all times. We shall not be liable for any inaccuracies or omissions in the Site, and/or Services and any decisions you make based on information contained in this Site are your sole responsibility and made at your sole risk.

5. LIMITATIONS ON LIABILITY AND REMEDIES

- 5.1. The User assumes full, exclusive and sole responsibility for the use of and reliance on the Site, the Platform, the Scoring or Services, and acknowledges that any use of or reliance on the above is made entirely at the User's own risk.
- 5.2. LIQUIDITY'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH LIQUIDITY IS TO DISCONTINUE YOUR USE OF THE SITE OR SERVICES. LIQUIDITY AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, SERVICES PROVIDERS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE SITE AND/OR SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR OPPORTUNITIES, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF LIQUIDITY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LIQUIDITY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. USER

ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, LIQUIDITY WOULD NOT BE ABLE TO OFFER THE SITE OR THE SERVICES.

- 5.3. Without derogating from the aforesaid, to the extent necessary under the applicable law, Liquidity's entire aggregate liability arising from or relating to the Site or the Services or the subject matter hereof, under any legal theory (whether in contract, tort, indemnity or otherwise), shall not exceed the actual price paid by you for your use of the Site and Services or ten US dollars (US\$10), whichever is less. This Section 5 applies even if this remedy does not fully compensate you for any losses or fails; or even if Liquidity, or any of its affiliates, knew or should have known about the possibility of such losses, liability, or damages.

6. FUND REPRESENTATIONS

- 6.1. Without limiting any other provision of these Terms, any Fund registering to the Site or that otherwise agrees to receive any Scoring or any other information regarding any Scored Entity, represents and warrants to Liquidity that the Fund meets any suitability standards imposed by the securities laws, investment advice laws and any other similar laws of the country, state or other jurisdiction which is or may be applicable to Liquidity, the Fund or the Scored Entities, and the Fund is eligible, under all laws, regulations and governmental orders applicable, to receive and accept the Services including the Scoring and any other information made available to the Fund through the Site.
- 6.2. The Fund undertakes to provide Liquidity, at its request, with supporting documentation and information with respect to the aforesaid, to the extent that Liquidity shall request supporting documentation and information.

7. MISCELLANEOUS

- 7.1. Liquidity reserves the right at any time and from time to time, without being obligated to provide prior notice, to modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or User's access thereto, and to modify, suspend or terminate the Services or any part thereof, all at its sole discretion. You will have no claim, complaint or demand against Liquidity or against any related parties or affiliates of Liquidity, for applying such changes or for failures incidental to such changes.
- 7.2. **Severability.** If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.
- 7.3. **Assignment.** User may not assign any of its rights or obligations under these Terms. Liquidity may assign these Terms at any time to any affiliate thereof and to the successor in interest in connection with an asset sale, merger, consolidation or other corporate reorganization.

7.4. **Choice of Law.** The Site, Services and these Terms and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Israel. You agree that all such disputes shall be brought exclusively in the applicable courts of Tel Aviv, Israel.
