

TERMS AND CONDITIONS

This document (these “**Terms and Conditions**”) regulate the conditions under which you are authorized to use the website <https://www.atena.co.il> , including all webpages within this website (the “**Website**”). The Terms and Conditions together with the Company’s (as defined below) privacy policy (which is available [here](#))(together, the “**Agreement**”) constitutes as an agreement between you and Atena (from the Imco group) Ltd., R.N. 513546051the operator and owner of the Website (the “**Company**”). Your use of the Website indicates your full acceptance to all of the terms and conditions set forth in the Agreement. If you do not accept any of the Agreement’s terms, you are not authorized to make any use in the Website and you are required to immediately cease any use of the same. The headings in the Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement. The Company reserves the right to make changes in this Agreement from time to time, with no prior notice, and such changes shall obligate you immediately upon their performance. Therefor, you are invited to review the Agreement from time to time.

The Website is not intended for use by minors (individuals under the age of 18), and you must not use this Website if you are a minor.

1. **Definitions**

- “**User**” means any individual or entity that surfs and/or views the Website and/or uses the Website in any way (including by a mobile phone, computer,).
- “**Use of the Website**” means the viewing of the contents of the Website or otherwise the usage of the Website in any way or manner.

2. **User’s Representations and Undertakings**

- The Use of the Website is only for the use of the User. The User shall not make any commercial use of the contents of the Website. The User will not sell, resale, distribute or allow the use of any contents of the Website, will not link to such content, and will not represent such content as its own.
- The User shall not use this Website contrary to any applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or legal

3. **Website’s Security Measures**

- The User shall not bypass or attempt to bypass any of Website’s security measures.

4. **Intellectual Property**

- Any intellectual rights with respect to the Website of any kind and nature (whether registered rights or unregistered), including but not limited to, the Website’s display and design, its database and any other item which is linked to the Website and its operation, including, the Website’s domain, are the sole property of the Company.
- No copying, duplication, distribution, sale or marketing of any of Website’s information is allowed, without the prior written approval of the Company.

- The User shall not use, display or represent any data published in the Website in any way, from or manner. User will not collect, mine, harvest or extract any data from the Website by the use of any robots, crawlers, or other means.
- 5. No Warranties**
- The Website is provided “As-Is”, without warranties of any kind, whatsoever, whether expressed or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, or with respect to the accuracy or reliability of any of the any contents, materials, information or services that are provided in the Website. Use of the Website shall be made at the sole risk of the User.
 - The Company shall not be responsible for any third-party website’s links, which may be included in the Website, their performance or the third-party websites which said links lead to.
- 6. Limitation of Liability, Compensation and Indemnification**
- The User represents that he is aware that the Company takes the acceptable precautions in order to safeguard the confidentiality and security of the data that is on Website as much as possible, yet due to the nature of the Internet and network and computer failures, some malfunctions may occur that are beyond the Company’s control and/or are the result of an Act of God, and the Company, its officers, directors and employees, shall not be liable to any damage, caused to the User and/or anyone on his behalf, for any use of the Website and/or if the data of the User is lost and/or is used without authorization.
 - The Company does not warrant that the Website shall be available at all times and shall perform without errors, malfunctions, damages, delays, bug or viruses.
 - The Company shall not be liable to any direct, indirect, consequential or special damages that were incurred and/or will be incurred by the User and/or any third party, as a result of using the Website, and/or from any other reason, whatever the cause of action may be, including the loss of income and/or prevention of profit that were caused due to any reason.
- 7. Governing Law and Jurisdiction**
- This Agreement shall be governed by, construed and interpreted in accordance with laws of the State of Israel, without reference to conflict of laws principles. Any dispute relating to this Agreement and/or the Website shall be brought exclusively to the competent courts located in Tel-Aviv,
- 8. Severability**
- If any provision of these Terms and Conditions is found to be unenforceable or invalid under the Governing Law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.