



## Terms of Use – Fox

Welcome to the website of “Fox” (hereinafter: “**the Website**”). The operator of the Website and/or the holder of the rights to the website of Fox Wizek Ltd. and/or their agents (hereinafter together and individually: “**the Operator**”) approves access to the Website subject to the terms elaborated below (hereinafter: “**the Terms of Use**”).

Please make sure to read and review from time to time the Terms of Use, because your use and activity on the Website constitute your consent to the Terms of Use without any restriction of objection and these terms may change from time to time, at the sole discretion of the Operator. The Terms of Use regulate the relations between the Operator and any person browsing and/or viewing and/or using the Website or the information therein in any other way (hereinafter: “**the User**”). The provisions in the Terms of Use in masculine gender are intended for convenience only and cover both men and women.

The whole Website, including all information therein and the software at its basis, is offered to the public “as is”. While the Operator has intended this information to be correct and exact, the information may be incomplete and there may be technical or other errors in the information. The Operator is not responsible for inaccuracies or mistakes that have occurred concerning the information. The Operator hereby clarified that the Information included on the Website is for general, informative purposes only and does not constitute a recommendation and/or opinion and/or offer for purchasing any product or providing any service, and therefore the User is aware and agrees that any reliance on declarations, expressions of position, tips or any other information shown on the Website is at the sole discretion and responsibility of the User. In the case of an error occurring in the price of a product or service, such an error will not bind the Operator, and in any case the price in the stores of the Operator will be the determinant one. Some of the information may originate from third parties, concerning which the Operator has no information, and the Operator does not guarantee the exactness of this information. The sole responsibility will be borne by the third parties or by the User himself. Properties, models, design, colors or the appearance of the products described or shown on the Website, including any image or presentation of a product included on the Website, are for illustrative purposes only, unless explicitly stated otherwise.

### Copyright

The Website and the content appearing therein, including the design of the Website, diagrams, designs, illustrations, music, photographs, images, maps, video clips, audio clips, text, artwork, etc. (hereinafter: “**the Information**”) are protected by the copyright laws of the State of Israel, international conventions and copyright laws of other countries. The User is prohibited from modifying, publishing, distributing, transmitting, displaying, executing, duplicating, licensing, creating derived works of or selling any part of the Information included on the Website without the prior, explicit written consent of the Operator.

### Intellectual property

All of the intellectual property rights concerning the Website of any type and kind (whether registered rights or rights that have not yet been registered), including the domain name, patents, trademarks, samples, copyrights, trade secrets, methods, the manner of presentation and design of the Website and any matter or detail related to the Website, are the exclusive property of the Operator only, and the use of all such rights is permitted for the Operator exclusively. No copy, distribution, duplication, sale, translation and/or any other action on any types of texts and/or codes and/or images and/or trademarks and/or any other information appearing on the Website is permitted unless the prior written approval of the Operator thereto has been received.

#### Links to the Website and additional services

The Website may have links or redirections to websites and/or redirections that are not run by the Operator. The Operator will assume no responsibility for linked websites and the link to any website does not constitute a recommendation thereof. The links are intended only for the convenience and information of the users. The Operator may, at its sole discretion, remove any link from the Website and/or add additional links.

#### Undertaking of the User

The use of the site and the activity of the User attest to the consent of the User to all of the provisions of the Terms of Use and his undertaking to act or abstain from acting as follows:

The User undertakes not to upload and/or transmit and/or distribute and/or publish information or other material that has a virus or software that may impair the computer system of the Operator and/or that may damage and/or restrict and/or deny others the use and not make any commercial use of information and/or falsify and/or modify and/or delete it and/or upload and/or publish any information that may be threatening, offensive, insulting, private or racist.

The User undertakes to indemnify and compensate the Operator for any damage, direct or indirect and/or for any expense that the Operator sustains concerning a claim and/or demand and/or damage that results from failure to fulfill the provisions of these Terms of Access.

The Operator reserves the exclusive right to terminate immediately the use of the Website by the User, at any time, if the User violates the Terms of Use and/or any law and/or any other provision and/or if the Operator decides that the User has made unreasonable or improper use of the Website. In these cases, the Operator will not be responsible for any loss and/or expense and/or damage, including distress that is sustained by the User.

#### Disclaimer

The Operator will not be responsible for any damage, direct, indirect, consequential or incidental due to accessing or using the Website or due to any denial of access to or use of the Website, for any cause (including contractual and/or tort cause). The Website is being used at the responsibility of the User only and it is clarified that the Operator is not responsible for any information that is uploaded by external users.

The Operator is not responsible for any damage, including due to “viruses” and/or faults and/or software applications of different types, the computer equipment of the User or any

other property of the User, which are sustained due to access to, browsing or use of the Website, including downloading information from the Website.

#### Disclosing of details

A user who gives his particulars on the website for receiving an answer to his questions from the Operator does so at his discretion and free will, without this imposing any duty on the Operator. The Operator may use details given by the User within his visit at the Website for analysis and giving of statistic or other information to third parties, as long as this information does not identify the User personally by name.

#### The content displayed on the Website

The items displayed on the Website are for sale at the Operator's stores until liquidation of inventory or sooner, subject to the Operator's exclusive discretion. The Operator is not obligated to have the displayed items on sale at every one of the Operator's stores.

The photos and/or the descriptions and/or the designs of the items as shown on the Website are for illustration purposes only.

In case of discrepancy between the price of an item displayed on the Website and the actual price displayed in the stores, the binding price shall be the price displayed in the stores.

#### Miscellaneous

The Operator reserves the right to refuse to provide access to this Website or any part thereof to any user at its sole discretion and without any advance warning.

The Operator may assign its rights pursuant to these Terms of Use to any third party as it sees fit without any duty of the Operator announce this assignment on the Website.

#### Applicable law and jurisdiction

The Terms of Use of the Website, the regulations and any legal cause resulting from the use of the Website, including the validity and interpretation of the Terms of Use, will be subject to Israeli law only, and the sole jurisdiction for hearing any conflict concerning the Website and its use will be given to the competent courts in the central county.