



Important! Please read the information below before using the website derscanner.com and services provided on it.

This terms of use (hereinafter, the "Terms") constitutes a legally binding agreement (hereinafter, the "Agreement") and regulates the relations between DerScanner Team (DerSecur Ltd, hereinafter, the "Company") and you, whether a person or an entity (hereinafter, the "User" or "You").

The Terms shall regulate the terms of use of DerScanner software services (hereinafter, the "Services") which is based on DerScanner Software and located on the website **derscanner.com**.

The Agreement becomes effective once You start using the Service or (if such option is provided by the Service) You agree to the terms and conditions by ticking "I accept the Terms of Use" or expressing your consent in another way via the Service interface. The Agreement in electronic form is deemed as concluded in writing upon your acceptance as described above.

If the Service is accompanied by a separate agreement with Company or Partner, then it shall prevail in the event of conflict between this Agreement and such separate agreement (whether it is concluded before or after this Agreement).

The Company reserves the right to unilaterally change, in whole or in part, the Terms hereof without prior notice. Changes to the Terms shall take effect immediately unless otherwise provided for in the new version of the Terms. The existing version of the Terms shall always be available on the website **derscanner.com**

The materials located on the website **derscanner.com** shall be provided on an 'as is' basis without any warranties as to the applicability of their use.

By using the materials and Services located on the website derscanner.com you confirm that you have read this Terms, its terms and conditions are clear to you, and you give your consent to this Terms and undertake to abide by its terms and conditions.

If you disagree with the Terms hereof, do not use the website and Services available on the website derscanner.com.

1. DEFINITIONS

1.1. **DerScanner Software** — means a computer program that is a static code analysis tool that detects vulnerabilities in information security.

1.2. **DerScanner Software services** — means services for downloading and analyzing the source code of a User computer program to detect vulnerabilities.

1.3. **Registration** — means a procedure that involves the User filling in a registration form and activating a login and password (may include e-mail address confirmation and other necessary steps). Registration may be established by the Company as a mandatory procedure for gaining access to DerScanner Software services.

1.4. **Partner** - means a legal entity that represents the Company's interests in order to provide the Service to the Users. If You have received access to the Service via the Partner by concluding a separate agreement, the terms and conditions of such a separate agreement are also binding.

1.5. **Contact details** — to contact DerScanner please e-mail our partners: company@dersecur.com, located at Israel, Haifa, Khuri street, 2.



2. SUBJECT MATTER

2.1. The Terms set forth the terms of use of all materials and Services available on website **derscanner.com** in the manner and under the terms specified in this Terms.

2.2. Under this Agreement, access to the Service may be provided for a limited number of source code analyses ("scan sessions"), for a limited period of time, or both. The number of scan sessions and other conditions are specified in a separate agreement with the Company or Partner. For the purposes of this paragraph, the Service offer circumstances are fixed in the Service settings and deemed as agreed upon by the User unless proven otherwise.

2.3. In the case of unused number of scan sessions in the available period (specified in a separate agreement or fixed in Service settings), access to the Service is deemed as consumed and the Company's obligations under this Agreement are deemed as fulfilled. Compensation for unused scan sessions will not be paid.

2.4. The Company may restrict the use of the website **derscanner.com** and Services.

2.5. Using of the Services in violation of this Agreement may cause an unilateral termination of Your rights to use the Services and other liability measures by applicable law.

2.6. The Company may publish on the website **derscanner.com** advertisements and any other content permitted by applicable laws.

3. WARRANTIES AND OBLIGATIONS

3.1. Warrantees and obligations of the Company:

3.1.1. The Company warrants that it has all the necessary rights to DerScanner Software, as well as to DerScanner Software related materials, images, and constituent DerScanner Software components.

3.1.2. The Company does not warrant any results when You use Services, or that the performance of the said Services shall meet your requirements and expectations or are fit for any particular purpose.

3.1.3. The Company does not warrant the full and uninterrupted operation, performance and results when you use DerScanner Software, updates and/or new versions of the program. The Company does not warrant that DerScanner Software contains no errors and will be satisfactory to the full extent of your requirements and expectations, or that the software will function properly when used in conjunction with other software and hardware from other manufacturers.

3.1.4. The Company does not warrant that the results obtained when using Services and DerScanner Software are accurate, complete or useful.

3.1.5. The Company does not warrant the operation of the website and/or Services and the provision of Services via the website and/or the Services will be continuous or uninterrupted or free from error. The Company does not warrant that the Services and DerScanner Software errors will be eliminated immediately.

3.1.6. The computer program source code analysis accomplished using DerScanner Software shall be carried out automatically, without human intervention. The analysis results shall be stored in the system and the source codes shall be removed immediately after the end of the analysis. The User understands and accepts that analysis results will include some amount of false positive inevitably. Meanwhile, the Company will make its best commercially reasonable efforts to detect and correct the Software bugs causing the false positives, but this declaration is not the Company's obligation under this Agreement.



3.1.7. The Company does not able to track and does not track what software the User analyzes using the Software. The Company is not obliged to verify User's authority to use such software, including but not limited to, for reverse engineering (decompilation) of software executable files. Responsibility for such actions lies entirely upon the User.

3.1.8. The Company does not warrant the compliance of data published on the website **derscanner.com** with the law of other countries. When accessing the website **derscanner.com** you are fully responsible for compliance with all statutes of the law of the country where you are browsing the website.

3.2. The Company shall be entitled to:

3.2.1. Lock a User's access to Services (login and password locking) if it finds out, or there is reason to believe, that the User is taking or intends to take action to damage the website **derscanner.com** or Services.

3.2.2. Cease operations of the website **derscanner.com** or Services fully or temporarily.

3.2.3. Send the User e-mails containing news about the Company's products and about Services directly.

3.3. Warrantees and obligations of the User:

3.3.1. The User undertakes to use Services and DerScanner Software only with the Company's permission, and solely for lawful purposes.

3.3.2. The User undertakes not to use Services and DerScanner Software to provide third parties with paid or free services.

3.3.3. The User undertakes not, by himself or through cooperation with others:

(i) copy any of the design elements of the website **derscanner.com** and Services without the prior written consent of the Company;

(ii) use Services to the software without having the necessary permissions and authority; also if such software belongs to third parties.

(iii) upload, or publish in any other way any materials or software which are illegal, harmful, threatening, offensive, or libelous; which infringe the copyright of a third party; which incite hatred and/or discrimination based on race, ethnicity, gender, or social status; which contain pornography; which violate the rights of a third party or incite others to violate the rights of a third party; which defame any persons or discredit their business reputation; which violate the rights of minors and/or are damaging to minors in any way; and any other similar materials;

(iv) upload, or publish in any other way, materials which You are not allowed to make public by applicable laws or which violate applicable laws;

(v) collect and store personal data of other users of the website and/or Services;

(vi) disrupt the normal operation of the website and/or Services;

(vii) regarding to the DerScanner Software, it is prohibited without prior written consent of the Company to:



disassemble, decompile (convert an object code into a source code), or reverse engineer the software (including programs, databases and other software components), except in cases and only to the extent expressly permitted by the applicable laws;

— modify, adapt and make any changes to the object code of the software.

3.3.4. The User assumes full responsibility and all risks arising from the use of website **derscanner.com** and/or the Services.

3.4. The User undertakes to:

3.4.1. To use Services under the terms of this Terms.

3.4.2. To use Services solely for lawful purposes and only while possessing the appropriate authority.

3.4.3. If the User publishes or otherwise reveals the operating results of Services, the User agrees to take these actions only with the written consent of the copyright holder to which the object (source code) of Services have been applied.

4. LIMITATION OF LIABILITY

4.1. The Company shall not provide You with an Internet connection or with any hardware and software required to connect to the Internet, and the Company shall not be liable for the quality of Your Internet connection or the quality of the hardware and software that You use to access the Internet. The Company shall not be liable for any malfunction or other problems in telephone networks or services, computer systems, servers, providers, computer hardware, software, or telecoms equipment, or for any malfunction in the operation of e-mail services and scripts, howsoever caused.

4.2. The Company is not liable for any losses, forced business interruptions, loss of data, claims by third parties or expenses, indirect or accidental losses, or for loss of profit or lost savings resulting from the use of or inability to use Services and/or DerScanner Software, as well as for damage caused by possible errors or misprints of Services and/or DerScanner Software, deleted files, changed functions, defects, and delays in data transmission, no matter whose fault it was that they happened.

4.3. The Company is not responsible if the software the User used Services and/or DerScanner Software with was used by the User without authorization; that is, without the permission of the copyright holder or other owner of the relevant software. The User bears full responsibility for the unlawful use of software used in conjunction with Services and/or DerScanner Software.

4.4. The User acknowledges and agrees that the Company is not liable for any decisions and/or actions of the User taken/performed by the latter in accordance with the results obtained using the possibilities of Services.

4.5. The User acknowledges and agrees that the Company bears no liability if the User violated the terms of Cl. 3.4.3. of this Terms, namely, if the User published or revealed operating results of Services without the proper permissions from the object's copyright holder for which the said services were applied.

4.6. The Company is not responsible for data posted by the User using Services, including its potential loss or damage.

4.7. The limitation of liability provided by Cl. 4.1.—4.6. of this Terms shall be applied to the extent permitted by the applicable laws.



5. INTELLECTUAL PROPERTY

5.1. All the Company's or third party's objects of intellectual property published on the website **derscanner.com** or on the Services and DerScanner Software, belong to their owners. The Company does not grant the User any rights with respect to such intellectual property objects, unless explicitly stated in this Terms.

5.2. The User shall pass no exclusive/non-exclusive rights to the software that DerScanner Software uses, and the Company shall grant the User no rights except those expressly stated in this Terms.

5.3. For Your convenience, the website **derscanner.com** and/or Services may provide hyperlinks to third-party websites owned and maintained by legal and/or natural persons. The Company does not provide a warranty of any kind in respect of any website available by clicking on its respective hyperlink on the website and/or on the Services. You understand and agree that the Company is in no way responsible for the content of such third-party websites. The Company does not make any recommendations as to the merits of such third-party websites nor advise You to make use of their content.

5.4. Any references to third-party products or services that may be published on the website **derscanner.com** and/or on the Services are provided only for Your convenience. Any mention of third-party products or services is for information purposes only. The Company makes no recommendations as to the merit of such third-party products or services.

6. TERMINATION OF THE TERMS

6.1. Unless otherwise specified in this Terms or in a separate license or other agreement, this Terms shall be valid for the entire operational period of Services.

6.2. The User shall have the right to terminate this Terms by ceasing to use Services.

6.3. At the Company's discretion, in the event that the User violates any of the terms stipulated by this Terms:

(i) the Company shall be entitled to terminate this Terms and block the User's login and password without the possibility of recovery;

(ii) to block the User's account with the possibility of recovery in the event the violation is eliminated.

7. GOVERNING LAW AND DISPUTES

7.1. This Agreement is governed and construed by Israeli law.

7.2. In order to resolve disputes as they arise between the User and the Company in connection with the use of Services, the following mandatory claim procedure shall apply:

7.2.1. The User, believing that their rights and interests have been violated in connection with the use of Services, e-mail any claims to **company@dersecur.com**

7.2.2. Not later than thirty (30) business days following the date when the claim was received, the Company shall send to the User a reply or request to the additional information (to the User's return address, or to the address, specified in the claim).



7.3. The Company shall ignore anonymous claims or claims that do not allow for the identification of the User based on the data the latter provided in their claim.

7.4. In the event of a failure to resolve the dispute through the claim procedure, it shall be referred to the court for settlement at the location of the Company.

7.5. In case the Company has been filed a claim by third parties in connection with the use of the Software by the User, the User shall compensate for any expenses of the Company (including legal costs, remuneration to consultants, representatives, lawyers and auditors).

7.6. This Terms will not be governed by the conflict of laws rules of any jurisdiction or by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8. MISCELLANEOUS

8.1. Nothing in this Terms may be construed as establishing agency, partnership, joint venture, personal employment, or any other relations between the User and the Company not expressly provided for in this Terms.

8.2. If any provision of this Terms is recognized as invalid or unenforceable by a court, it shall not make the remaining provisions of the Terms invalid or unenforceable.

8.3. You hereby give your consent:

(a) to the voluntary transfer of your personal data to the Company, if the provision of the relevant personal data is required to start using Services (Registration). You hereby consent to the processing (including, but not limited to, the collection and other use) of your personal information by the Company and/or its affiliates in accordance with the applicable laws and subject to compliance with the confidentiality and data protection stipulations set forth in the applicable laws. Any personal data you provide to the Company shall only be stored and used by the Company and/or its affiliates, and shall not be provided to third parties, except as required by the applicable laws. All personal data shall be processed exclusively for the purpose of the Company's fulfillment of its obligations under this Terms or other agreements entered into between the User and the Company in connection with the use of Services. If during Registration you provide, inter alia, details regarding a legal entity, you hereby confirm that you have sufficient powers to do so, and that the information you provide is complete and reliable.

(b) to receive advertising messages about products and services of the Company over telecommunication networks, including after termination the use of the Service.

9. COMPANY'S CONTACT INFORMATION

Company name: DerSecur Ltd.

Address: Israel, Haifa, Khuri street, 2.

Email: company@dersecur.com

Revision date: October 26, 2020