

Terms of Service

The Services, as defined herein, shall be provided to you by RNET International Certification Services Ltd., a corporation organized and existing under the laws of the state of Israel and with a principal place of business at 27 HaHarooov St, Maor, Israel (hereinafter: "RNET"), in accordance and subject to the following Terms of Service (hereinafter: the "TOS").

THESE TOS ARE IN COMPLIANCE TO THE ISO/IEC 17021-1:2015 STANDARD AND ANAB (AS DEFINED HEREIN) GUIDING PRINCIPLES. YOU HEREBY ACKNOWLEDGE AND AFFIRM THAT RNET IS SOLELY ACTING AS AN IMPARTIAL CERTIFYING BODY AND IS NOT, AND WILL NOT, UNDER ANY CIRCUMSTANCES, BE DEEMED AS AN ACCREDITING CONSULTANT OR ANY OTHER SIMILAR BODY.

YOUR SIGNATURE ON THE ORDER FORM, AS DEFINED HEREIN, AND/OR PAYMENT FOR THE SERVICES, AS DEFINED HEREIN, CONSTITUTES YOUR CONSENT AND ACCEPTANCE TO THIS TOS. IF YOU DO NOT ACCEPT AND/OR AGREE TO THESE TOS, KINDLY REFRAIN FROM PURCHASING THE SERVICES, AS DEFINED HEREIN.

1. Definitions

1.1. For purpose of these TOS, the following terms shall have the meanings set forth below:

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| 1.1.1. Certification Process Commencement Date" | The date of which a Stage One Assessment, as defined in Section 2.3 herein, is performed by RNET |
| 1.1.2. "ANAB" | ANAB is RNET's Accreditation body. ANAB have the right of access in order to witness RNET's audit team performing the audit at any audited organization's site. Notification of such activity shall be submitted by RNET to the audited organization upon ANAB notification . |
| 1.1.3. "Certificate" | An official certificate signed by RNET asserting that you are certified for the Standards during the Certification Cycle under ANAB's International Accreditation; |
| 1.1.4. "Appeal Tribunal" | A panel of three (3) impartial members that shall serve as an appeal tribunal in any event of an appeal submitted in respect to non-conformities raised during the audit, decision of termination of certification an non-issuance of Certificate by RNET; |
| 1.1.5. "Certification Cycle" | Unless earlier terminated in accordance to these TOS, a term of thirty six (36) months commencing upon RNET's issuance of the Certificate; |
| 1.1.6. "Confidential Information" | Any information, material or data, whether oral or written or any other form, including without limitations, any copies thereof disclosed by you to RNET in connection with the performance of the Services. Confidential information shall not include information that: (i) was already known to RNET prior to its disclosure as demonstrated by written evidence; or (ii) shall have appeared in any printed publication or shall have become a part of the public |

knowledge except as a result of breach by RONET; or (iii) have been received by RONET from another person or entity having no confidentiality obligation to you; or (iv) is required to be disclosed by a competent court of law or other governmental authority, provided, however, that in any event of disclosure pursuant to this sub-clause RONET shall limit the release as reasonably possible under the circumstances and shall have provided you with sufficient advance notice of such disclosure to permit you to seek a protective order or other order protecting your Information from disclosure; or (v) is used or disclosed after five (5) years from the signature date of the Order Form; or (vi) is approved by you in writing for release by RONET;

- 1.1.7. "**Interest**" An interest of one and a half percent (1.5%) per month or the highest amount permitted by law, whichever is higher;
- 1.1.8. "**Order Form**" The order form of which this Terms of Service constitute **Annex A** thereof;
- 1.1.9. "**Standards**" The standards stated in the Order Form;
- 1.1.10. "**Trade Marks**" Trademarks, claimed or owned by RONET, confirming the certification of the Standards which may, in RONET's sole discretion, be revised from time to time;
- 1.1.11. "**The Services**" Certification of the Standards under ANAB's International Accreditation, and the performance of Surveillance Audits and any other necessary operations by RONET, all in accordance to the terms and conditions set forth hereunder;
- 1.1.12. "**The Website**" RONET's website at www.ronet-ics.com
- 1.1.13. "**Suspension**" A status of certification, where the certificate is invalid for a defined period of time. The removal of suspension shall be in conjunction to the resolvment of the issue which led to suspension. The suspension period shall not exceed six months. During the suspension the client must refrain from using the certificate and the certification marks, as well as misrepresenting the status of the certification as valid.
- 1.1.14. "**Withdrawal**" A status of certification, when the certificate is canceled. At that point, renewal of certification shall require an new Initial Certification process.

2. The Certification Process

- 2.1. Upon the receipt of a dully signed and executed copy of the Order Form, RONET shall provide you with a list of all the requisite documents, data and information required by it prior to the performance of an assessment of your organization (hereinafter: the "**Documented Information**").
- 2.2. The requested Documented Information shall be furnished by you within seven (7) days of receipt of RONET's Information Request or as otherwise agreed in writing by the Parties. For the avoidance of doubt, all Documentations furnished by you hereunder shall be provided to RONET in soft and hard copies.
- 2.3. Within sixty (60) days of receipt of the Documentation, RONET shall schedule an

initial assessment to be performed at your organization's site (hereinafter: the "**Stage One Assessment**"). It is hereby noted, that a pre-condition for the performance of the Certification Process is the payment of the Consideration according to Terms of Payment set forth in the Order Form by your organization.

- 2.4. In the event, following the Stage One Assessment, any additional documentation shall be required by RNET for the completion of the certification process and/or the performance of the Services hereunder, you shall furnish such Documentation within seven (7) days of receipt of an additional Information Request by RNET.
- 2.5. Within sixty (60) days of the Stage One Assessment, an additional comprehensive assessment shall be performed by RNET to examine the compatibility of your organization to the Standards criteria (hereinafter: the "**Stage Two Assessment**"). It is hereby noted, that a pre-condition for the performance of the Stage Two Assessment is the furnishing to RNET of the additional Documentation required by it, if required.
- 2.6. In any event following the findings of the Stage Two Assessment shall indicate that your organization does not meet the Standards requirements for certification, RNET shall issue a report listing all the non conformities required to be handled and closed out in order to obtain the requested certification (hereinafter: the "**Non Conformity Report**").
- 2.7. Upon receipt of the Non Conformity Report you shall immediately carry out, at your sole cost and expense, all the necessary operations required for handling of each Non Conformity stated in the Report within the timeframe set forth therein or as other agreed in writing between the Parties. The process for handling Non Conformities shall be provided to you by RNET along with Non Conformities report.
- 2.8. RNET may perform an additional assessment to examine the operations performed by you to close out the Non Conformities (hereinafter: the "**Complementary Assessment**"). The price of each Complementary Assessment shall be stated in the Complementary Assessment invitation .
- 2.9. RNET requires the audited organization to provide specific information at the application stage in order to be considered in the contract development stage if any processes, activities, programs, specifications, systems, areas, or facilities are not made accessible because of security, confidentiality, or other restrictions. If such restrictions occur, the scope of certification shall not include the processes, activities, programs, specifications, systems, areas, or facilities that will not be audited to sufficient depth to verify an organization's conformity to the related standard, including determination of effectiveness of the management system to the standard. This statement appears in the Terms of Service document which the organization receives along with the proposal.
- 2.10 Upon successful completion of the Stage Two audit with no nonconformities raised, RNET shall perform Certification Decision process and update the customer upon granting certification.
- 2.11 The audit report shall clearly and unambiguously document all exclusions for these programs, customers, and/or activities, with supporting justification provided.

3. Certificate & Trademarks

- 3.1. Within thirty (30) days RONET shall (i) issue your organization a Certificate for the Certification Cycle under which, your organization shall be entitled to publish and advertise its certification for the Standards in the certified fields of operation; and (ii) shall grant your organization a limited license to use the Trademarks during the Certificate Term (hereinafter: the "**Trademark License**"). For the avoidance of doubt, the Certificate and the Trademarks shall remain at all times the sole and exclusive property of RONET.
- 3.2. Any use of the Certificate and/or Trademarks shall be in accordance with these TOS and RONET's guidelines and/or regulations, issued to you, as shall be updated from time to time by RONET, in its sole discretion, and posted on the Website.
- 3.3. Without derogating from the aforementioned, you hereby undertake that any and all representations, advertisements, publications or documentation made or issued by your organization, shall not include any incorrect, misleading, or faulty information in respect to the Certificate, including without limitations, in respect to the fields of operations and/or sites to which the Certificate was issued.
- 3.4. You hereby agree to provide RONET, upon its first demand, with samples of each of your organizations' advertisements, publications, documentations and uses of Trademarks, and hereby irrevocably agree to modify and/or cease any advertising and/or use of any of the same, at RONET's first demand.
- 3.5. The Certificate and/or the Trademark License may not, under any circumstances, be assigned, sub-licensed or otherwise transferred to any third parties, and all copies of the Certificate shall be marked visibly and clearly with the word "copy".
- 3.6. You hereby affirm and consent that your organization shall not contest the Trademarks or otherwise register or attempt to register in any jurisdiction any trademarks similar or misleading to the Trademarks, nor to cause or allow any action or operation that would impair RONET's rights in the Trademarks or the good name inherent in the Trademarks. The aforementioned undertaking shall survive any expiration or termination of the Certificate for whatever reason.

4. Extension to Scope of Certification

- 4.1. In any event your organization shall be interested, during a Certificate Cycle, in expanding the scope of the Certificate originally issued to cover additional fields of operation and/or sites, add a legal entity with the similar scope and based on the same management system (documentation and employees) it shall submit a written request to RONET detailing the additional fields of operation and/or sites requested for certification (hereinafter: the "**Scope Extension Request**").
- 4.2. Upon receipt of a Scope Extension Request, RONET shall provide you with a price offer for an extension to scope audit. Subject to your written approval of the proposed price offer, RONET shall commence the certification process in respect to the additional fields of operation and/or sites listed in the Scope Extension Request which shall be carried out in accordance to the process outlined in Section 2 above.
- 4.3. Upon the successful completion of an Extension to Scope Audit, RONET shall issue a new Certificate which shall include both the original fields of operations and/or sites and new ones and shall grant you a limited Trademark License in respect thereto. Such new Certificate shall replace the original Certificate issued which shall be returned to RONET, and shall remain in effect for the remaining of the original Certificate Term.

5. Surveillance Audits

- 5.1 During the Certificate Cycle, surveillance assessments shall be carried out by RONET at the end of each period set forth in the Order Form in order to insure your organization's constant compliance with the Standards requirements (hereinafter: the "Surveillance Audits") Sections 0 to 0 shall apply with the respective changes in respect to the Surveillance Audits.
- 5.2 You hereby undertake to fully cooperate with RONET in the performance of the Surveillance Audits, and provide it, upon its first demand, with any access and/or Documentation required by it.
- 5.3 It is hereby noted, that any cancellation by your organization of a scheduled Surveillance Audit shall incur a cancellation fee, of which payment shall be a pre-condition for the performance of the Surveillance Audit.
- 5.5 It is hereby further noted, that your organization's Certificate and Trademark License shall be terminated forthwith without notice in any event your organization fails to (i) perform any Surveillance Audits; or (ii) rectify any faults revealed in the Surveillance Audits within the timeframe set forth in the Non-Compliance report that shall be issued by RONET following each Surveillance Audit – and you hereby irrevocably waive any claim and/or demand in connection thereto.

6. Re-Certification

- 6.1 Upon the expiration of the Certificate's validity, you shall be required to undergo a re-certification process. RONET shall issue a data verification form, 45 days prior scheduling the Re-certification audit. You are required to verify the completeness of all information stated in the verification form and reply to RONET.
- 6.2 Following the receipt of the verification form, RONET shall provide you with a price offer for the renewal of your Certification Cycle and shall notify you of any additional requirements for such renewal, such as providing RONET with documented information as shall be stated by RONET.
- 6.3 Upon your approval of the price offer and receipt of the Consideration thereof, RONET shall carry out a re-certification assessment of your organization which shall be carried out in accordance to the process outlined in Section 2 above (hereinafter: the "Re-certification Assessment"). For the avoidance of doubt, failure of your organization to perform such Renewal Assessment or to rectify any faults and/or non-compliances revealed in such Renewal Assessment within the timeframe set forth in the Non-Compliance report shall result in the non renewal of your Certificate – and you hereby irrevocably waive any claim and/or demand in connection thereto.
- 6.4 In the event of a successful Re-certification audit, within thirty (30) days RONET shall issue you a Renewed Certificate for the New Certification Cycle and shall extend your Trademark License to such New Certification Cycle. The Renewed Certificate shall replace the expired Certificate which shall be returned to RONET.

7. Appeals and complaints

- 7.1 In any event of your disagreement with audit findings, your organization may appeal against such decision by submitting to RONET, within thirty (30) days of audit date, a written petition detailing the grounds that justify, in your opinion, the reverse of

RONET's decision (hereinafter: the "Appeal").

- 7.2 The Appeal shall be submitted by RONET to the Appeal Tribunal along with RONET's written response supporting its decision. A copy of RONET's response shall be furnished to you together with the names of the members comprising the Appeal Tribunal. Your organization shall be entitled to object to any of the members that shall be nominated to preside in the Appeal Tribunal by submitting to RONET, within three (3) days of receipt of the members' names, a petition detailing the grounds that justify the disqualification of the member in question from the Appeal Tribunal (hereinafter: the "Disqualification Petition"). RONET shall submit its decision regarding the Disqualifying Petition within seven (7) days of its receipt, and if granted, shall nominate an impartial third party to replace the disqualified member and provide your organization with an appropriate notice thereof. For the avoidance of doubt, only two (2) Disqualification Petitions may be submitted by you per Appeal after which RONET will act in accordance to its sole discretion regarding Appeal Tribunals' members.
- 7.3 The Appeal Tribunal shall submit its decision in writing, and such decision shall be final and binding upon the parties. For the avoidance of doubt, in any event the Appeal Tribunal's decision shall be in your favor, under no circumstances, shall you be entitled to any compensation and/or reimbursement and/or other payments for any damages and/or losses of any sort incurred and you hereby irrevocably waive any demand and/or claim in connection thereto.
- 7.4 You hereby irrevocably undertake not to disclose the contents of the Appeal or the Appeal Tribunal's decision, except to the extent disclosure is required to enforce or challenge the award, or as required by law or as necessary for financial and tax reports and audits.
- 7.5 The appeal proceedings shall be held exclusively in Israel and the Appeal Tribunal shall be bound exclusively to the laws of the State of Israel.
- 7.6 In any event of your dissatisfaction with the service provided by RONET, you have the right to submit a complaint to RONET management. Your complaint shall be reviewed and addressed by RONET top management within three (3) days from the submission date.

8. Warranties and Undertakings

You hereby warrant, represent and undertake as follows:

- 8.1 The representative stated in the Order Form is an authorized representative of the organization empowered to sign and execute the Order Form on its behalf.
- 8.2 The execution hereof and the performance of your obligations and undertakings hereunder shall not violate any law, regulation or agreement by which you are subject or party, or by which you are bound.
- 8.3 To fully cooperate with RONET and provide it, upon its first demand, with any Documentation and/or access to any sites required by it in for the performance of the Services. For the avoidance of doubt, all documented information furnished by you hereunder shall be provided to RONET in soft copies.
- 8.4 To immediately notify RONET in writing of any changes and/or circumstances that might affect and/or have any implications on the certification provided by it, including without limitations, legal, commercial or organizational issues, changes in ownership or

management (e.g. key managerial, decision-making or technical staff), change of address, additional operational sites, new fields of operations and, changes in or to the administration process, changes to certified scope of operations, changes and/or addition of legal entities.

- 8.5 That under no circumstances is RONET obliged or compelled to recognize any certifications made by any other certifying and/or accrediting agencies.
- 8.6 That any breach and/or abuse of these TOS and/or RONET's guidelines and/or regulations may result, in addition to any remedy and/or relief RONET may be entitled to under any applicable law, in the immediate termination of your Certificate and Trademark License.
- 8.7 That RONET's certification records are made public and can be accessed by any third party in order to check the status of any certificates issued by RONET.

9. Consideration

- 9.1 In consideration for the Services provided by RONET, you shall pay RONET the Consideration set forth in the Order Form against a duly issued invoice by RONET. For the avoidance of doubt, in any event of delay and/or non-payments of the Consideration and/or any other payments hereunder, RONET shall be entitled, in addition to any remedy and/or relief it may be entitled to under any applicable law, to immediately terminate your Certificate and Trademark License and you hereby irrevocably waive any claim and/or demand with respect thereto.
- 9.2 The Consideration shall be paid in U.S. Dollars and is excluding V.A.T, if applicable, and any out of pocket expenses incurred by RONET in connection with the performance of the Services, including, without limitations, couriers, photocopies and travel expenses as shall be agreed between the Parties.
- 9.3 You affirm and acknowledge that you shall not be entitled to set-off and/or deduct from any payments due to RONET hereunder any payments claimed and/or owed to you.
- 9.4 In any event of termination of the Services by you subsequent to the Stage One Assessment but prior to the Stage Two Assessment, you shall be refunded only fifty percent (50%) of the Consideration. In any event of termination of the Services by you subsequent to the Stage Two Assessment, no refunds shall be made by RONET.
- 9.5 In any event of cancellation by your organization of any scheduled Surveillance Audit, you shall incur the Cancellation Fee set forth in the Order Form, of which payment shall be a pre-condition for the performance of the Surveillance Audit.
- 9.6 For the avoidance of doubt, unless explicitly stated otherwise herein or agreed in writing by the Parties, you shall bear all costs and expenses arising under or in connection with the Services rendered by RONET.

10. Independent Contractor

- 10.1 The Services performed hereunder are performed by RONET as an independent contractor. Nothing contained in this Agreement shall be construed to imply that any employee or other authorized representative of the either Party is a partner, joint venture, officer or employee of the other.

- 10.2 You hereby undertake to appoint a designated representative to maintain contact with RONET and which shall have all the requisite power and authority to make any decisions and operations necessary on behalf of your organization for the performance of its obligations and undertakings hereunder.
- 10.3 If you have cause to complaint regarding the conduct of any of RONET's employees, the complaint shall be made in writing and delivered without delay to RONET's certification manager. If the complaint is made against RONET's certification manager, the letter of complaint shall be delivered to RONET's CEO.
- 10.4 RONET may subcontract the performance of any or all of the Services hereunder to any third parties provided that it shall maintain full responsibility for such services subcontracted.

11. Termination- Suspension and withdrawal

- 11.1 Unless renewed in accordance above and subject to the successful performance of Surveillance Audits, the Certificate shall expire at the end of the Certificate Cycle. For the avoidance of doubt, RONET shall not be obligated to notify you prior or subsequent to the expiration of your Certificate and you hereby waive any claim with respect thereto.
- 11.2 Notwithstanding anything to the contrary, RONET shall be entitled to terminate the Certificate and the Trademark License, at its sole discretion, in the occurrence of any of the following events:
- 11.2.1 Your organization is found to be in non-compliance with any of the Standards requirements and such non-compliance has not been rectified within timeframe set forth in the written notice delivered by RONET specifying such non-compliance and demanding its rectification;
- 11.2.2 Your organization has committed a breach of this TOS, which is not cured within seven (7) days following receipt of a written notice specifying the breach and demanding its cure;
- 11.2.3 Your organization becomes insolvent, or the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing;
- 11.3 A suspension shall be enforced, in addition to mentioned in paragraph 11.2.1, when the organization has not confirmed a periodic surveillance audit, has not closed outstanding non conformities raised during a surveillance audit and/or has not submitted a payment for services provided according to the payment terms within the certification agreement and the invitation note. The suspension is for a maximum period of 180 days. In order to remove the suspension, it is required to resolve the issue leading to suspension. At the end of the suspension period, the certificate shall be withdrawn and the organization shall be required to re-apply for certification.
- 11.4 In case of certificates that have been withdrawn, for the reasons mentioned in paragraph 11.2, the organization shall be required to re-apply for certification.

12. Effect Of Termination

12.1 Upon expiration or termination of the Certificate for any reason: (i) your organization shall immediately return the Certificate to RONET and cease any further use of it; (ii) the Trademark License shall immediately terminate and your organization shall immediately cease any use of the Trademarks, including without limitation, in any of its documentation; (iii) your organization shall advertise and/or publish in its website that it is no longer certified by RONET.

12.2 You hereby acknowledge that any breach of this TOS, including, but not limiting to, Section 0 above, may be considered as reasonable cause for RONET to refuse service to your organization in any event your organization may choose to renew its certification or apply for a new one.

12.3 You hereby further acknowledge and consent that in any event of any breach of Section 0 above, RONET may notify publically and/or each of your customers and suppliers personally that your Certificate has been expired or terminated without your organization being entitled to any compensation and/or reimbursement and/or other payments of any sort for any damages and/or losses, directly or indirectly, incurred by it as a result of such notification and you hereby irrevocably waive any demand and/or claim in connection thereto.

13. Confidential Information

13.1 RONET acknowledges that it will have access to proprietary information regarding the business operations of your organization and agrees to keep all such information secret and confidential and not to use or disclose any such information to any individual or other organization without your prior written consent.

13.2 RONET may disclose the information to its employees, subcontractors, consultants on a need to know basis, so long as such employee sub-contractor, or consultant is bound by confidentiality obligations towards RONET.

14. Indemnification

14.1 You hereby irrevocably and unconditional exempt RONET from any liability in connection with any third party claims made your organization.

14.2 Without derogating from the aforementioned, you hereby agree to indemnify and hold RONET harmless from any and all liabilities incurred by it arising out of or related to your certification or the Services provided by it hereunder, and to immediately indemnify RONET for any damages and expenses incurred by it in connection to your certification or the Services provided by it hereunder, provided that RONET has notified your organization of such claim within fifteen (15) days from the receipt of the claim.

15. Limitation of liability.

15.1 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL RONET OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, CONSULTANTS OR AFFILIATES OF THE FOREGOING BE LIABLE TO YOUR ORGANIZATION OR ANY OTHER

THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF RONET OR ANY ONE ACTING ON ITS BEHALF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15.2 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE AMOUNT OF LIABILITY OF RONET FOR ANY CLAIM ARISING IN CONNECTION WITH THIS TOS OR THE SERVICES RENDERED BY IT HEREUNDER, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF CONSIDERATION ACTUALLY PAID BY YOU TO RONET DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

16. Miscellaneous

- 16.1 No waiver by RONET of any provision of this TOS shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by RONET of any remedy provided in this TOS or at law shall not prevent the exercise by it of any other remedy provided in this TOS or at law.
- 16.2 Your organization may not, under any circumstances, assign any of the Services and/or certifications and/or Trademark Licenses provided hereunder to any third party.
- 16.3 In any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this TOS and shall in no way effect the other covenants and conditions contained herein.
- 16.4 This TOS may be amended only by a written agreement executed by both parties.
- 16.5 Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this TOS or any provision hereof.
- 16.6 All written notices, demands, or requests of any kind, which either party may be required or any desire to serve on the other in connection with this TOS, must be served by registered or certified mail, with postage prepaid and return receipt requested. In lieu of mailing, either party may cause delivery of such notice, demands and requests to be made by personal service facsimile transmission or email, provided that acknowledgment of receipt is made. Notice shall be deemed given upon personal delivery or receipt of facsimile or email transmission, or two (2) days after mailing. All such notices, demands, and requests shall be delivered to the contact details stated in the Order Form.

- 16.7 This TOS, contains all of the representations, warranties, and the entire understanding and agreement between the parties. Correspondence, memoranda, or agreements, whether written or oral, originating before the date of the Order Form, are replaced in total by this TOS unless otherwise especially stated.
- 16.8 The Parties agree that facsimile signatures of the Order Form shall be deemed a valid and binding execution of this TOS and the performance of each obligations and undertakings hereunder.
- 16.9. This TOS shall be governed by and construed exclusively in accordance with the laws of the State of Israel. In any legal action involving this TOS or the parties' relationship, the parties agree that the exclusive venue for any lawsuit shall be in the courts of the city of Tel Aviv, Israel.