

# AVIV AMCG Site: Terms of Use and Privacy Policy

## General

- Use of this Site (the "Site"), of Matrix I.T. Ltd. and its affiliates (collectively and individually, "Matrix," "we," "us," or "our") is subject to the terms of use and privacy policy described below.
- These terms ("Terms of Use") are an integral part of the terms of use of the site.
- Re-accessing and/or using this Site and any of its contents indicates that you have read and understood the Terms of Use and that you have received, accept, consent to, and approve its contents. If you do not agree to the above, do not use this Site. Everything stated in the masculine implies also the feminine, and everything stated in the singular implies also the plural, unless it contradicts the subject of the written material or its content, or unless the context mandates a different interpretation.
- Any changes made to the Terms of Use will be published on this page.
- With any question, problem, or if you want to report a violation of privacy, please contact us using the following link: [avivamcg.com/contact\\_us](http://avivamcg.com/contact_us) ("Contact Link").

## Data gathering

- Data on the Site are submitted by you voluntarily, and in some cases data may be collected automatically. Some of the data collected include information that can be reasonably used to identify you, including your first and last name, your home address and/or email, your phone number, location, etc. ("Personal Information").
- The gathering of Personal Information from the Site is carried out in two ways:
  - Directly, for example, when you provide information to sign up for the newsletter, to receive services, or when you address various inquiries to us, or fill out forms.
  - Indirectly, through the technology of the Site, such as your IP address, the pages you are viewing on this site, your operating system and browser type.

## Reasons for gathering data

- We use Personal Information to provide you with the information you request, for the purpose of online applications, for other purposes that will become clear to you or that are described at the time of data collection and for any other purpose set forth in these Terms of Use.
- We analyze information related to the IP address to determine what is most effective about the Site and to help us identify ways to improve and optimize the Site.

## Data storage and usage

- We store Personal Information, as needed to provide services to you, and occasionally, for a longer period, as required by law. We may collect, inter alia, the following information types: given name and surname, address and/or email, phone number, location, conference registration details, details you filled in "contact us", etc.
- Matrix uses the Personal Information only in ways that are consistent with the objectives for which it was collected, and in accordance with our Terms of Use.
- Any information or content that you post on the Site in any form (which is not Personal Information), will not be considered proprietary or confidential, and all those exposed to it, including Matrix, may use it in any way they see fit. It is clarified here that Matrix and anyone on its behalf are not liable or responsible whatsoever in connection with such information or content.
- Personal Information provided by you through the Site as a part of an application for a possible position ("Applicant Information") is needed to assess your suitability for jobs of interest. The service is provided to you based on the information you submitted, which will be stored in the Matrix database in accordance with the requirements of the law, with Matrix procedures, and with the provisions of the Terms of Use. Matrix is entitled to transfer such information to third parties at your request and at its discretion, for its and/or your benefit. Matrix is entitled to make the following use of Applicant Information: (1) use it for its administrative,

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business, and commercial purposes, including for contacting you, direct mailing, marketing and advertising campaigns, making job and/or course offers, by mail, telephone, fax, or electronic mail; (2) making it available to affiliated companies and/or third parties in order to obtain proposals for jobs/products/services that Matrix believes may be of interest to you. If you request to be excluded from direct mailing lists and/or not to transfer your Applicant Information to third parties, as set forth above, you must request it from us by email or by registered mail, using the Contact Link that appears on the Site. In the absence of such a request, it will be considered that you consented for Matrix to use your Applicant Information as described above.

### International transfers of Personal Information

To the extent that we transfer Personal Information outside of Israel, such transfer is carried out in compliance with local privacy laws in relation to the collection, use, and saving of Personal Information. You are responsible for the processing of your Personal Information on third party sites or services (such as cloud service providers), including compliance of the data with applicable regulation, even if you asked us to upload the information for you or on your behalf.

### Your rights

- Matrix allows you to use the Site and the services contained therein that are offered by it, for personal, non-commercial use only, subject to the Terms of Use.
- You are entitled to know whether we hold Personal Information about you, and you may review your Personal Information and correct inaccuracies, subject to the law.
- **Third parties services and effect** This Privacy Policy applies only to data collected by us and for our use.
- A portion of the services on the Site (such as the search engine), are managed by products and content suppliers of Matrix. These services are provided in accordance with the terms and conditions of such suppliers and not by Matrix computers. When using these services, you may be requested to provide Personal Information, or such information may be collected about you. Use of this information is subject to the privacy policies of such suppliers, and not to the Matrix Privacy Policy, therefore we recommend that you review, when applicable, these privacy policies as well.

### Protecting your Personal Information

Matrix respects the privacy of users of its Sites. Below is a review of how we use the information you provide or that is collected about you during your use of the Site.

- Disclosure
  - We do not sell, trade, or disclose to any third party Personal Information derived from the use of the services or from visiting the Site.
  - Notwithstanding the above, it is possible that we will transfer Personal Information to our service providers, some of whom are outside of Israel, including jurisdictions that do not provide the same level of protection of personal information as provided in Israel, and you agree to such transfers, as may be required. In this case, we make sure that your Personal Information will be adequately protected, in accordance with the law and our internal policies.
  - Additionally, certain exceptions may apply, among others, if the disclosure is required by law or if it is necessary to protect the rights, property, or safety of Matrix, of our clients, or of third parties, if the Personal Information is publicly available, or if such disclosure is reasonably necessary.
- Security
  - We implement on our Site information security systems and procedures, and continue to improve them in accordance with the availability of appropriate new technologies. These systems and procedures reduce the risk of unauthorized entry to Matrix computers, but do not provide absolute security. Therefore, Matrix does not guarantee full security of the services provided on the Site and is not responsible for unauthorized access of the data stored on it.

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- The site may contain links to and from the sites of third parties. Following these links leads to third-party sites operating under different terms of use and privacy policies from those of Matrix, and Matrix has no responsibility or obligations with respect to these sites, their content, their visual elements, the data found there, or the policies that apply to them.

### Using the Site

- The copyright and intellectual property inherent in the site and its contents should not be changed.
- Except and only to the extent that it is expressly stated in the Terms of Use, all content, design, trademark and presentation (the "Content") are the intellectual property of Matrix or of third parties, and are protected by law, and any unauthorized use of the Content or any part thereof will be deemed a violation of law. Trademarks and names of companies or products mentioned herein belong to their owners. Use of the Site does not grant you any rights to the intellectual property of Matrix or of third parties.
- Matrix reserves the right to refuse to grant access to the Site or parts thereof to any user, at its sole discretion and without prior notice.
- Do not (and do not allow any third party to) modify, distribute, duplicate, copy, sell, broadcast, perform, create a derivative work or product of any kind, publicly display, disclose and/or exploit for any commercial or public purpose the content and/or the name of Matrix or of third parties who own any part of the Content and/or their trademarks; under no circumstances should you perform the actions stated above and/or use this Content, except with the prior written consent of Matrix. It is hereby clarified that Matrix does not grant you any right to Matrix' and/or any third party's intellectual property as noted above.
- You are not allowed to create links to the Site from other sites, except with Matrix prior written approval, subject to the terms of the approval and according to law.
- By using the Sites, you agree not to post or otherwise publish through the Site in any manner any of the following prohibited content: (1) that violates or encourages the violation of any provision of law or of rights of any kind of any person or entity; (2) that is pornographic and/or sexually explicit, abusive, harassing, obscene, threatening, racist, defamatory, inciting, threatening, insulting, encouraging the commission of offenses of any kind, violating the privacy or dignity of a person, or the feelings of the public; (3) that is incorrect/misleading/false; (4) that harms/infringes the property rights of others, including intellectual property, among others uploading content that does not belong to the violator; (5) that is SPAM/junk mail of any kind; (6) any hostile computer code or application (including viruses, spyware, trojans, worms, etc.); (7) that has to do with minors and identifies them, their personal details or their address, and ways to contact them; (8) passwords, user names and other details enabling the use of computer software, digital files, Internet sites or services that require registration or payment, without such payment or registration; any information and/or content whose publication is prohibited by any law; (10) any information contrary to the generally accepted use of the Internet, or that may cause damage or harm to Internet users in general, and to users of the Site in particular; (11) access to which has been blocked by means of a password, etc., and is not freely accessible to all Internet users; (12) that is of a commercial nature or that contains any advertising information.
- Breach of any of these terms automatically revokes your permission to use the Site, and you will be obligated to immediately destroy the contents found in your possession and which you have used in this prohibited way.

### Regulation

- Matrix observes the privacy laws of Israel in relation to personal data you provided on the site.
- From time to time we verify that our Privacy Policy conforms to the relevant privacy laws.

### Monitoring

- The Site uses "cookies" for a variety of purposes, including for the routine and proper operation of the Site, as well as to collect statistical data about its use, to verify information, to adapt the Site to your personal preferences, and for the purpose of information security. Cookies are text files that your browser creates according to commands from Matrix computers.
- Some cookies expire when you close your browser; others are saved on the hard drive of your computer.

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- Deleting and blocking cookies will affect your use of the Site, and portions of it may not work.
- We may use web beacons or other monitoring technologies.
- You cannot remove these monitoring technologies, which are part of the Content of Web pages. But in cases they work with cookies, cancelling the cookies will prevent monitoring your user activity on the Site, in other words, although the web beacons continue to monitor your use as an anonymous visitor, your personal information is not recorded.

### Targeted email

- We may occasionally send you email containing information about our services, as well as marketing and advertising information on our behalf or on behalf of third parties, and you hereby agree to receive such marketing information from us.
- You can choose to cancel at any time receiving such commercial information by contacting us through the Contact Link, but you may not choose to cancel the receipt of service messages or other communications required as part of our services.

### Limited Warranty

- ALL CONTENT AVAILABLE ON OR THROUGH THE SITE IS PROVIDED ON AN "AS IS" BASIS, WITH ALL FAULTS, AND MATRIX AND ANY RELATED ENTITIES, DO NOT MAKE AND FULLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SITE AND/OR THE CONTENT, ORALLY OR IN WRITING, EXPRESS OR IMPLIED, WHETHER IMPLIED BY THE LAW OR OTHERWISE DERIVED FROM IT, PROCEDURE OR PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING ANY REPRESENTATION THAT USE OF THE SITE WILL BE INTERFERENCE OR ERROR-FREE, OR WITH REGARD TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, OR ACCURACY OF THE CONTENT, NON-INFRINGEMENT OR ANY OTHER VIOLATION. MATRIX IS NOT AND WILL NOT BE LIABLE FOR ANY USE OF THE SITE OR ITS CONTENT OR FOR RELIANCE ON THEM, AND BEARS NO LIABILITY FOR THE CONTENT, ITS CORRECTNESS AND/OR FOR ANY USE THAT IS MADE OF IT. THE CONTENT IS GENERAL IN NATURE, IT IS NOT A SUBSTITUTE FOR PROFESSIONAL CONSULTATION OF ANY TYPE, AND USERS SHOULD NOT RELY ON ADVICE RECEIVED THROUGH THE SITE FOR THE PURPOSE OF MAKING ANY DECISION IN ANY AREA. ANY RELIANCE ON THE CONTENT AND/OR THE ADVICE YOU RECEIVE THROUGH THE SITE SHALL BE AT YOUR FULL AND SOLE RESPONSIBILITY, AND YOU WILL BEAR FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND/OR ITS CONTENTS, AND FOR THE OUTCOME OF SUCH USE.
- Matrix is entitled to make changes or updates to the Content or to portions of it, at any time and without prior notice. The Content may be out of date, and Matrix does not undertake to update it at all or with any frequency, and it should not be relied upon as being up to date.
- MATRIX, ITS MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUPPLIERS, AGENTS, REPRESENTATIVES, OTHER THIRD PARTIES AND/OR THE HEIRS OF THE ABOVE AND/OR THOSE REPLACING THEM (IN THIS SECTION, "MATRIX AND ANYONE ON ITS BEHALF"): (A) ARE HEREBY FULLY, COMPLETELY, AND UNCONDITIONALLY EXEMPT FROM ANY AND ALL OBLIGATION AND ARE NOT RESPONSIBLE FOR ANY PART OF THE CONTENT ON THE SITE, INCLUDING BUT NOT LIMITED TO THIRD-PARTY CONTENT, SOFTWARE, PRODUCTS, OR ANY OTHER PART USED IN CONNECTION WITH THE SITE OR CONTAINED THEREIN, BEING COMPLETE, ACCURATE, UPDATED, TIMELY, SECURE, INTERRUPTION- OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR FOR ANY DECISION YOU MAKE BASED ON ANYTHING CONTAINED OR ACCESSIBLE THROUGH THE SITE. YOU BEAR SOLE RESPONSIBILITY FOR ANY DAMAGES AND CLAIMS IN THIS RESPECT, AND YOU CAN IMMEDIATELY STOP USING THE SITE, ITS CONTENT AND/OR THE PRODUCTS AND SERVICES PROVIDED THROUGH THE SITE; (B) NOTWITHSTANDING ANYTHING SAID ANYWHERE ELSE, THERE IS NO RESPONSIBILITY TOWARD YOU AND/OR TOWARD ANY THIRD PARTY IN CONNECTION WITH THE SITE AND/OR ITS CONTENT AND/OR SERVICES AND/OR PRODUCTS PROVIDED IN CONNECTION WITH THE SITE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR ECONOMIC DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOCUMENTS, FILES, PROFIT, GOODWILL, DATA AND/OR COMPUTER TIME, RECOVERY OF PROGRAMS AND/OR PURCHASE OF ALTERNATIVE GOODS OR SERVICES, THE COSTS OF DOWNTIME AND/OR THIRD PARTY CLAIMS, ETC., EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DISCONTINUING USING THE SITE OR ITS CONTENT IS YOUR SOLE REMEDY.

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- If any provision of the Terms of Use is held to be invalid or unenforceable for any reason, this shall not affect the remaining provisions.

### Changes

Matrix reserves the right to make any changes to the Content, information, and services published on the Site at its discretion, including terminating the services on the Site, or a portion thereof, with or without prior notice. In the event of termination of a service, Matrix will not be liable to you or to any third party for any damage and/or loss.

### General

The Terms of Use and the Site and its Content shall be governed solely by and interpreted in accordance with the laws of the State of Israel. Matrix is not responsible for adapting the Site and/or the Content and/or their accessibility outside of Israel. Any dispute and/or disagreement and/or any other matter arising under or in relation to the Site and/or anything contained therein and/or these Terms of Use shall be resolved in, and the sole and exclusive jurisdiction of the competent court in the city of Tel Aviv-Jaffa district. Matrix reserves the right in its sole and absolute discretion for any reason and without notice to you, to deny, refuse any user to join, prevent a user access and/or terminate any user's registrations at any time. The Terms of Use contain, represent, exhaust, and reflect all the representations and agreements between Matrix and you, and no claim about promises, guarantees, representations, or agreements that are not reflected in the Terms of Use will be entertained.