

## **Regulations and terms of use for the Osem Group's website**

### **General**

1. This document, together with the appended privacy notice – regulate the terms of use for the Osem Group's Website (hereinafter, respectively: "Terms of Use", "the Website", and "Osem").
2. The user of the Website is deemed to have read the Terms of Use (as well as their appendixes) and undertaken to follow them.
3. The provisions of these Terms of Use apply to surfing/using/visiting of the Website by all means, including by means of any computer or other communication devices (cellular phones, laptops, etc.). The term "User(s)" shall include in these Terms of Use, any such user /surfer/visitor of the Website via any device).
4. The Website Terms of Use may be revised at any time, at Osem's exclusive discretion. Should it be decided to revise the provisions of these Terms of Use, notice of such amendment will be published on the Website. [the Terms of Use published on the Website at that time shall apply]
5. Everything stated in these Terms of Use in the masculine form is for convenience only, and is intended for men and women indiscriminately.

### **Website Use**

6. The purpose of the Website is to provide the wider public, as well as specific audiences (investors, job seekers, customers, etc.), with information and services regarding Osem's activities and products. Osem may, in addition to and among others, run chat groups, blogs, and other communication channels in the context of the Website, enabling the Website's Users to present questions and/or opinions and/or converse with Osem and/or other Users and/or to upload and/or to publish information (hereinafter: "the Users' Content").
7. Some of the services provided on the Website may be subject to the completion of a registration process in the context of which, the User will be required, inter alia, to affirm that he agrees to these Terms of Use, and to provide his identifying details.
8. The contents of the Website are general and are not designed to suit particular needs of any individual.
9. Osem may also display financial content on the Website, including financial statements and index data, all at its own exclusive discretion. It is clarified that despite Osem's efforts, there may be mistakes or inaccuracies in said

financial content and/or in the manner in which it is presented, and the User is therefore responsible to thoroughly inspect and verify it before using it. It is further clarified that the publication of said financial content is in no way a recommendation or opinion statement regarding transactions and investments, and shall not be regarded as a recommendation to purchase shares in the Osem Group's corporations. It should be emphasized that any decision regarding the use of financial content appearing on the Website, will be at the User's exclusive liability.

10. The using of the Website and the content published therein (including Users' Content, hereinafter: "the Website Content") is subject, inter alia, to the following provisions:

10.1 Neither the Website nor the Website Content may be used for commercial purposes without Osem's prior written approval.

10.2 It is prohibited to copy and/or use and/or enable others to use the Website Content in any way unless specifically allowed in these Terms of Use.

10.3 It is prohibited to activate or enable the activation of any computer applications or any other means – including programs such as Crawlers, Robots, etc. – to search, scan, copy or automatically retrieve the Website Content (in whole or in part). It is prohibited to create or to use any means to create compilation, collection or information bank which will contain the Website Content (in whole or in part).

10.4 It is prohibited to present the Website and/or the Website Content and/or the services provided in the context thereof on a different website (whether inside a website Frame or in any other manner), overt or hidden.

10.5 It is prohibited to present the Website and/or its content and/or the services provided in the context thereof in any manner – including by means of any program, device, accessory, or communication protocol – which alters, or detracts in any way from, the Website's design and/or the Website Content and/or the services provided in the context of the Website (including advertisements and commercial content).

#### **Creating links to the Website:**

#### **10.6**

10.6.1 It is prohibited to create a link connecting the Website to any other website that contains pornographic content, content encouraging racism or illegitimate discrimination, illegal content, content published illegally or content encouraging illegal activity.

10.6.2 It is prohibited to create a link that leads to pages on the Website other than the Website homepage (“deep linking”). Upon creating a link to the Website, it is necessary to ensure that the precise address of the homepage appears in the surfing interface designated for this purpose in the User’s browser. It is prohibited to change, distort or hide this address, or replace it with any other.

10.6.3 Osem may, at its own exclusive discretion, instruct the User to cancel any link to the Website. In such an event, the link shall be canceled immediately and the User shall have no objection, claim or demand against Osem in this regard.

11. Should Users’ Content be published on the Website, Osem may – at its exclusive discretion – disqualify and/or remove and/or change any Users’ Content on the Website, and deny any of the Website’s Users the registration and/or use of the services provided in the context of the Website (in whole or in part).

Without derogating from the generality of the aforesaid, the Website’s Users undertake not to publish and/or upload to the Website and/or activate on the Website and/or present by means of the Website, any information and/or computer program and/or phrase which constitutes slander and/or which is inaccurate and/or insulting and/or false and/or distorted and/or immodest and/or offensive to a sacrosanct religious ideal, and/or of a sexual nature and/or intimidating and/or racist and/or illegal and/or harmful and/or which involves advertisements for any party other than Osem and/or which relates to minors and/or which may lead to the identification of minors and/or to contacting minors and/or any other information which in any way violates or derogates from the rights of any third party (including, but not limited to, intellectual property rights or privacy rights). For the removal of any doubt, the term “information” – shall also include a picture.

## **Links**

12. Osem may feature links on its Website to various web pages. The websites that these links lead to are not in Osem’s control, and their content is not in Osem’s name and/or supervised thereby, and the fact that they are linked to the Osem Website does not attest to Osem’s agreement with their content and/or guarantee their reliability, applicability, legality, the observance of the privacy laws applied to them or any other aspect of their operation. It is clarified that Osem is not responsible for the contents of the websites

pointed to by the links on its Website, nor is it liable for the use of these websites and/or people's reliance thereon.

13. Osem does not guarantee that the links on its Website are in working order, or that they actually lead to active websites.

14. Osem is entitled to remove from the Website any previously featured links, or to refrain from adding new links, all at its own exclusive discretion.

### **The Users' Content**

15. It is clarified that Osem is not obliged to publish the Users' Content. Should the Users' Content be published on the Website, this shall be done subject to Osem's exclusive discretion, which shall determine, inter alia, the location of such Users' Content on the Website, as well as the manner and duration of its presentation, etc.

16. Without derogating from the generality of the provisions of these Terms of Use, Osem may examine the Users' Content both before and after it is published on the Website.

17. Without derogating from the rest of the provisions of these Terms of Use, it is clarified that the Users' Content does not reflect Osem's opinion or stance, and the publication of the Users' Content does not guarantee its validity, reliability, accuracy or legality.

18. Upon uploading and/or entering and/or publishing Users' Content on the Website, each User must verify that such Users' Content, and its publication, is legal. It is clarified, inter alia and without derogating from the generality of the aforesaid, that it is prohibited to publish Users' Content that constitutes offensive information (as stipulated inter alia, in Provision 11 above).

19. Without derogating from its rights under any law, Osem may refuse to publish and/or remove and/or delete and/or edit any Users' Content at its own exclusive discretion.

20. The Users' Content on the Website is available to any of the Website Users. However, Website Users may not use the Users' Content for any purpose unless specifically allowed in these Terms of Use.

### **Privacy**

21. Osem respects the privacy of the Website Users. The Website's current privacy policy (titled "Privacy Notice") is an integral part of these Terms of Use, and Users should follow the revisions made therein (should there be such) from time to time.

## Intellectual Property

22. All copyrights and intellectual property rights in the services provided in the context of the Website, and in the Website Content (apart from Users' Content for which Provisions 24-25 will apply) belong to Osem and/or the Nestle international holding company (hereinafter, respectively: "Nestle" and "the Protected Rights"). It is prohibited to copy, revise, publish, distribute, publicly present, publicly perform, broadcast, transfer to the public or make available thereto, to process, create, or process derivative works, to sell, or to rent out the Protected Rights in whole or in part, whether by the User or through, or with the participation of, a third party, in any way or by any means – whether electronic, computerized, mechanic, optic, filming or taping channels, or by any other means or in any other manner – without the prior written consent of Osem or Nestle, whichever applies, and subject to the provisions of such consent (to the extent was given).

23. Osem's trademarks and advertisements belong exclusively to Osem, and may not be used without its prior written consent. Trademarks and registered trademarks which appear on the Website and are the property of Nestle, belong solely to the latter, and may not be used for any purpose without Nestle's prior written consent.

24. By the very act of uploading and/or publishing and/or transferring the Users' Content to the Website (any mention in these Terms of uploading and/or publishing and/or transferring of Users' Content to the Website shall include, inter alia, the sending/transferring of any content to Osem via message, email or through the Website) the User is confirming that all the rights in said Users' Content belong to the User who uploaded / published / transferred them. To the extent that a User is not the creator of and/or holder of rights in the Users' Content he uploaded / published / transferred to the Website, his act of uploading / publishing / transferring the content to the Website confirms that he is legally authorized – by the holder of rights in said Users' Content – to use it for any purpose or to confer any right therein. It is clarified that Osem shall not bear any liability for damages caused (should there be such) by a violation of rights resulting from the publication / uploading / transfer of any Users' Content, and the said User shall indemnify Osem for any expenses that it may bear on this account.

25. By the very act of uploading / publishing / transferring the Users' Content to the Website, the User is conferring Osem a free, universal license,

unlimited in time, to copy, photocopy, distribute, market, make publicly available, publicly perform, broadcast, publish, process, edit, translate and use the said Users' Content in any other way, and to confer a sublicense, for any purpose, for all of the activities listed above, through these Terms of Use or in any other manner, for consideration or otherwise, at its own exclusive discretion, whether in the context of the Website or through any other medium it sees fit. Osem may use in any manner – including for purposes of commercial exploitation and/or the creation of rights, including patents, commercial secrets, trademarks, samplings, and copyrights – the ideas, reviews or anything else contained in the Users' Content, whether published or otherwise, and Osem may enable others to use this as said, for no consideration, including credit, royalties, or other benefits. Osem shall offer credit and/or prizes to its Users at its exclusive discretion.

Pursuant to the aforesaid and to remove any doubt, it is clarified that all of the Website Users waive vis-a-vis Osem any right they have in the Users' Content which they upload to the Website, including with respect to the right for any credit, and waive any claim against any use made by Osem of this Users' Content.

26. Any concern and/or conjecture of a violation of copyrights (and/or any other rights) on the Website, must be promptly presented to Osem in writing. The steps which Osem will take, should such steps be taken, based on said information it had received, shall not constitute a proof or confirmation of Osem of any violation.

### **Liability**

27. Any use of the Website by a User is at his own responsibility and liability.

28. The User shall have no objection, claim or demand vis-a-vis Osem with respect to the Website, the services provided in the context thereof, or the Website Content. Without derogating from the generality of the aforesaid, Osem shall not bear any liability for the Users' Content, including any use made by third parties (should such occur).

29. Osem does not guarantee that the Website Content (including the Users' Content) is complete, veracious, legal, accurate, or that it will meet the expectations and/or requirements of the Users. Osem shall not bear any liability for the Website's Content and/or the use thereof and/or the reliance upon it. Osem calls upon Users to verify the accuracy and veracity of any information published on the Website, before using it. To remove any doubt, it is clarified that the Website Content does not replace individual professional

consultancy and/or advice.

30. Osem does not undertake to maintain the availability of the Website and/or the availability of the Website's Content and/or the Website's services. It is clarified that the Website, the Website's Content, and the services provided in the context thereof, are not immune to unauthorized access to Osem computers or servers or to damages, breakdowns, malfunctions, or failures of hardware, software, communication lines or communication systems, belonging to Osem or to any of its suppliers – and in none of the above mentioned events shall any liability and/or responsibility be imposed on Osem, and Users shall have no right or claim with regard to such events towards Osem.

### **Indemnities**

31. The Website User undertakes to indemnify Osem, its employees, managers or anyone on its behalf for any damage, loss, profit-loss, payment or expense which may be borne by them– including attorney's fees and court expenses – due to the violation of these Terms of Use. Moreover, the User shall indemnify Osem, its employees, managers, or anyone on its behalf for any claim, objection or demand raised against them by any third party as a result of the Users' Content uploaded and/or transferred and/or published on the Website by the User, or resulting from any use made by the User of the Website's services.

### **Changes to the Website**

32. Osem may, at its own exclusive discretion, from time to time change the Website's structure, appearance and design, as well as the scope and availability of its content and/or the services provided therein, and any other aspect of the Website – all without any need to inform the Users of this in advance. It is clarified that the Website User shall have no objection, claim and/or demand vis-a-vis Osem due to the said changes and/or anything that may occur as a result thereof.

33. Without derogating from the aforesaid, it is clarified that Osem is entitled to remove the Website from the internet and/or block the access to it, in whole or in part. Any said removal or blockage may entail the deletion of all the information contained in the Website.

### **General**

34. These Terms of Use and anything resulting thereof will be subject to the

laws of the State of Israel, and no other law shall apply thereto.

35. Jurisdiction with respect to all matters pertaining to these Terms of Use and/or matters that result thereof are conferred exclusively to the authorized and competent courts of Tel Aviv-Jaffa.