

Terms of Use

Welcome to www.haptoglobintyping.com (the “**Website**”). The Website is owned and operated by BioRap Technologies Ltd. (the “**Company**”, “**we**”, “**our**”). Please carefully read the following terms and conditions (the “**Terms**” or “**Terms of Use**”). The Terms constitute a binding agreement between you and the Company. By accessing or using the Website, you signify your acceptance of these Terms. If you do not agree to these Terms of Use, you may not access the Website or use it in any manner.

Health care disclaimer

Nothing in the content, products or services available through the Website should be considered, or used as a substitute for, medical advice, diagnosis or treatment. This site and its services, content or products do not constitute any medical, nursing or other professional health care advice, diagnosis or treatment. You should always consult with a health care professional for medical advice, diagnosis and treatment, with regard to your specific medical needs. **We make no representation or warranty that any particular service or product offered through the Website is safe, appropriate or effective for you.** If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are experiencing a medical emergency, call your local emergency services.

About the Website

The Website provides researchers with information about Haptoglobin Phenotyping (“**Hp**”). The website only allows researchers to buy products such as ELISA plates for research purposes (our “**Products**”).

Some sections of the Website allow you to submit your contact details, in order to receive further information and updates about the Company's Products and activities.

Note that use of the Website may involve the use of third party platforms, such as Facebook and Twitter. For example, you may “share” the Website with your friends through these third party platforms. Use of such third party platforms is governed by their respective terms of service, not these Terms. You bear the sole and exclusive responsibility for complying with those terms of service.

Minors

If you are under the legal age of majority in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to accept these Terms. If you are under the age of 13 you may not use the Website in any way. We may request additional information to confirm your age, at any time. **Minors may not purchase any Products.**

Acceptable use of the Website

The following terms define the acceptable use of the Website. You agree to abide by all applicable laws when using the Website. You further agree that you are solely responsible for all acts or omissions associated with the access and use of the Website or the Products.

While using the Website you agree to refrain from –

- Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the Website;
- Interfering with, burdening or disrupting the functionality of the Website;
- Circumventing or manipulating the operation, or functionality of the Website, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect or compile content from the Website;

- Displaying the Website or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website, independently from the web pages on which they originally appear;
- Displaying content from the Website, including by any software, feature, gadget or communication protocol, which may alter the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of our Website or Products.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE WEBSITE. WE MAY BLOCK YOUR ACCESS TO THE WEBSITE WITHOUT PRIOR NOTICE AND IN OUR SOLE DISCRETION, IF WE BELIEVE THAT YOU ARE FRAUDULENTLY OR ABUSIVELY USING THE WEBSITE OR PRODUCTS.

Contacting us

You may contact the Company by using one of our online 'Contact Us' forms, available on our Website. When using our online form, we will ask you to provide us with certain contact and personal details, such as your full name, email address, etc. You must submit only true, accurate and complete details. Bear in mind that false, incorrect or outdated information may impair our ability to contact you. We will explicitly indicate the mandatory fields for completion.

Links

The Website may contain links to content published on other websites or external sources, provided by third parties. We do not operate, or monitor these websites and content. You may find them or the information and content posted there not compatible with your requirements, or you may object to their content, or find it to be annoying, improper, unlawful or immoral. By linking to a particular website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third party websites or content, or their availability, or for any transactions made between you and such third party websites.

Privacy

The Company respects your privacy. [Click here](#) to read the Website's current privacy policy. It forms an integral part of these Terms. Given that the privacy policy may change from time to time, we recommend that you periodically read it.

Intellectual Property

The intellectual property rights associated with the Website and Products, including copyrights, trademarks, trade names, patents, trade secrets, work methods and processes, and any other right, are the sole property of the Company, or its third party licensors. These rights apply, among others, to information, articles, images, content, graphic design, data and its processing, the Website' computer code and any other element concerning its operation.

It is forbidden to copy, duplicate, distribute, sell, make available, market or translate any information, including trademarks, images, pictures, texts and computer code from the Website, without the Company's explicit prior and written consent.

Trademarks on the Website (whether registered or not), as well as the Website's domain name – are the sole property of the Company. It is forbidden to use them without the Company's prior written consent.

Changes and Availability

The Company may, from time to time, change the Website' structure, layout, design or display, as well as the scope and availability of the information, content or Products therein - all without prior notice. Changes of this type by their very nature may result in glitches or cause inconvenience of some kind. You will have no plea, claim or demand whatsoever against the Company ensuing from the introduction of aforesaid changes, from glitches or any kind of failure resulting from their introduction.

Termination of the Website's operation

The Company may at any time, in its sole discretion, temporarily or permanently discontinue or suspend the operation of the Website or any part thereof (including provision of Products). The Company is not obligated to give any notice prior to such discontinuation or suspension.

Further, and in addition to any remedies that may be available to us under any applicable law, we may temporarily or permanently prohibit you from using the Website or use the Products, if we believe that -

- You have misused the Website, the Products or breached these Terms; or
- You performed any act or omission that violates any applicable law, rules, or regulations, or is harmful or may be harmful to us or any other third party, including other users of the Website or Products.

Changes to the Terms

The Company may change the Terms from time to time. We will notify you of the changes by posting them on our Website or by some other means of notification. Your continued use of the Website after the effective date of the amended Terms constitutes your consent to the amended Terms.

Disclaimer of Warranty

THE WEBSITE, INCLUDING ALL CONTENT THEREIN, ARE PROVIDED HEREUNDER "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE WEBSITE AND THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SAFETY, COMPATIBILITY, PERFORMANCE, SECURITY AND DATA SECURITY, ACCURACY, TITLE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING SUITABILITY FOR USE OR PERFORMANCE OF THE WEBSITE OR THE PRODUCTS, WHETHER MADE BY THE COMPANY, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF THE COMPANY WHATSOEVER. YOU AGREE AND ACKNOWLEDGE THAT USE OF THE WEBSITE AND ANY USE OF THE PRODUCTS ARE ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

The Company exerts efforts to have the Website operating efficiently and correctly. The functioning of the Website depends on various factors such as software, hardware and communication networks of the Company, its contractors and suppliers. By their nature, these factors are not fault free, and the Company does not warrant that Website will operate in an uninterrupted or error-free manner, that any defects or errors in the Website will be corrected, that it will be free from all harmful components, that it is safe, secure, immune from damages, or free of malfunctions, bugs or failures. Such incidents will not be considered a breach of these Terms.

We make no representation or warranty that the Website or Products complies with any third party terms, conditions, rules or guidelines, nor that any outcome resulting from the Website or Products we provide complies with any rule, regulation, professional standard or industry standard.

Limitation of Liability

THE COMPANY, AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS, SHALL NOT BE LIABLE TO YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA OR LOSS OF CREDITS), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE WEBSITE, THE PRODUCTS OR THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY RELIANCE BY YOU ON THIRD PARTY SOFTWARE OR HARDWARE, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS AND/OR GOODWILL, SUFFERED BY YOU OR ANY PERSON, ARISING FROM OR RELATED TO THE USE OF THE WEBSITE OR PRODUCTS, WHETHER FORESEEABLE OR NOT, EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold the Company, its managers, directors, shareholders, employees, sub-contractors, agents and anyone acting on their behalf, harmless in respect of any claim, demand, damage, loss, loss of profit, payment or expense they incur (including attorney's fees and legal expenses) in connection with your breach of these Terms.

Applicable Law and Jurisdiction

These Terms shall be solely governed by the laws of the State of Israel without regard to its conflict of law provisions. The competent courts located in the Tel-Aviv-Jaffa district shall have sole and exclusive jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Website, the Products, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms.

You and the Company each expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum. Notwithstanding the foregoing, the Company may lodge a claim against you pursuant to the indemnification clause above, in any court adjudicating a third party claim against us.

Local Laws; Export Control

The Company controls and operates the Website from its headquarters in the state of Israel, and makes no representation that the materials, content or Products provided herein are appropriate or will be available for use in other locations. If you use the Website from outside the state of Israel, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations, as well as any regulations regarding medical products or devices.

General

Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase.

These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

These Terms may only be modified by written amendment.

Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which shall not be unreasonably withheld. Any attempted or actual assignment by you, without

our prior consent, shall be null and void. Where necessary due to a merger, acquisition, change of control or the sale of all or substantially all of the Company's equity or assets, Company may, upon written notice to you, assign, transfer and delegate these Terms, in their entirety, including all of its rights, performance, duties, liabilities and obligations contained herein. With such assignment, transfer and delegation, Company is released from all its duties, liabilities and obligations herein.

The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, to reflect, as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

Contact us

You may contact us with any question or comments, by using the 'Contact Us' form on the Website, or emailing us at: shalevi@tx.technion.ac.il. We will do our best to respond quickly.

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