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Terms of Services

These Terms of Services govern your use of the CyberCube service (the "service"), operated by Citadel Consulting Ltd, an Israeli limited liability company.

While we acknowledge that reading legal documents may be hard for some individuals, we did our best to present it in plain language, and we also attach a summary of your obligations. Please understand that this summary cannot be used to interpret the full terms, and that the full terms shall apply.

Citadel provides you with the service as a preliminary inspection tool and not as full advice. The service does not replace any risk assessment or penetration test, and is meant for introductory purposes only.

Citadel shall not retain a copy of any of your activities in the service or your submissions, but may use statistical services to learn how people use the services.

Citadel cannot guarantee the accuracy of the services provided to you. No matter what, Citadel shall never be liable for any damage, and disclaims any warranty regarding the service.

- 1. **Eligibility**: Citadel provides you the services without any registration. However, the following terms apply:
- 1. **Age**. You are over 18 years of age, or if you are acting on behalf of a corporation, the corporation is valid and allowed to enter into this agreement.
- 2. **Solvency**: You are solvent and have not filed for bankruptcy, liquidation, debt arrangement or otherwise lost your ability into entering into agreements such as these terms.
- 3. **Residence**: You do not reside in any proscribed state nor in any state that is embargoed by the United States department of commerce or any applicable Israeli law.
- 2. **The Services**: Citadel shall provide you with a web interface that shall present you with relevant questions and provide you with a risk assessment file, that is non-binding. The file shall not be kept on Citadel's servers, and Citadel shall not be able to restore the results of submissions made through the services.
- 3. **No Malicious Use**: You will not use the services maliciously nor will you use the websites to circumvent any features and/or to cause Citadel any damage. You may also not relicense the services or modify them in a manner which allows third parties to use them.
- 4. **Payments / Fees**: Citadel's basic service is currently provided free of charge. Citadel may charge you for additional features and premium services, only upon your consent.
- 5. **Privacy**: Citadel values your privacy, and therefore has set up this extensive privacy policy to inform you of your rights. Please take into consideration that Citadel may disclose some Personal Data to third parties as a part of its services, and shall obey local regulations if required by law.

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- 1. What Personal Data Does Citadel Retain? Citadel may retain some Personal Data that you provided it, including your Email and/or IP address, other Personal Data you provided it when visiting the websites and/or Personal Data it obtained from your browser.
- 2. What Non-Personal Data Does Citadel Retain? Citadel may also retain some non-Personal Data about you, such as your use of the services, visited pages, and Personal Data submitted through the contact page.
- 3. How Will Citadel Use The Personal Data? Citadel uses the Personal Data in order to provide you with services.
- 4. Who Has Access To This Personal Data? Citadel's employees and contractors, which are under strict confidentiality obligations, have access to your data. Moreover, some third parties who provide Citadel's with services that relate to the service are also provided with Personal Data.
- 5. How Is Your Personal Data Secured? Citadel uses third party hosting services, which provide increased securities and backups. Citadel shall not disclose your Personal Data, or any other Personal Data, to any third party apart from where specified in this Privacy Policy or when compelled to do so by an authorized legal authority.
- 6. How Can You Review Your Personal Data or Delete It? Citadel allows you to review your Personal Data through the email; please keep in mind that if you delete your Personal Data, Citadel may still retain backup copies for audit and backup purposes. If you wish to do so, please sent Citadel an email at info@Citadel.co.il.
- 7. What can you do if your privacy was violated? If you feel your privacy was compromised, you can contact Citadel's privacy officer at <u>info@Citadel.co.il</u> and request that he'll review your complaint.
- 8. **Can Citadel Contact You?** Citadel may contact you in case of a service malfunction, when it needs to provide you with updates relating to the service, or when sending you its periodic newsletter. You may opt out from the newsletter at any time.
- 6. **Support**: Currently, support is only provided by Electronic mail and during limited business hours at support@Citadel.co.il.
- 7. NO-WARRANTY: Citadel does not warrant for Service and supplies it on an "as-is" and "as-available" basis. Your Use of Service is at your own risk and under your liability. Citadel makes no warranty that (i) the Service will meet your requirements and (ii) the Service will be uninterrupted, timely, secure, or error-free and (iii) the results that may be obtained from the use of the service will be accurate or reliable and (iv) the quality of any products, services, Personal Data, or other material purchased or obtained by You through service will meet your expectations, or (v) any errors in the service will be corrected.
- 8. **NO LIABILITY**: For no case and for no reason shall Citadel be held liable for any damage, direct or indirect, consequential, exemplary, physical or special, to you, any other user or any third party due to its misperformance of duties herein. Citadel provides Service on an AS-IS basis and shall not be held liable, to the extent permitted by law, by any case of misconduct, negligence, gross negligence, malice or any other mean, to any damages or loss of property, virtual property, reputation and business reputation, user account, information, including login Personal Data, loss of profit, loss of good name, all resulting from the use or inability to use Citadel services.

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- 9. **Termination**: Citadel shall have the right to terminate your use of the Citadel service or to terminate the Citadel service at any time and by providing a 7 day prior notice. However, Citadel may terminate your use of the Citadel service at any time and without prior written notice in any case where you breached these terms and such breach may cause Citadel irreparable harm.
- 10. **Amending These Terms**: Citadel may amend these terms from time to time, provided that you shall be informed by electronic mail upon such change If you registered.
- 11. General: These Terms govern your use of the Citadel service and shall be the sole agreement in effect relating to these services. These terms shall be solely governed by the laws of the state of Israel and any dispute arising from it shall be solely brought to the competent courts of the Tel-Aviv District in Israel. You hereby warrant and undertake not to initiate any class action lawsuit against Citadel and to solely seek your own damages.