

Legal Terms of Use, Cortex Dental Industries website

CORTEX dental industries LTD. ("Company") welcomes you to our Web site, accessible at www.cortex-dental.com (the "Site"). By using the Site, you agree to be bound by the following terms and all applicable laws and regulations. In addition, you agree to indemnify the Company against any and/or all claims by third parties arising out of your use of the Site in violation of these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you are not permitted to use the Site.

Limited License

Everything that you read or see on the Site is copyrighted or otherwise protected and owned by the Company or a third party who licensed or granted to the Company the right to use such material. Unless otherwise expressly noted, nothing that you read or see on the Site may be copied or used except as provided in these Terms and Conditions of Use or with the prior written approval of the Company. We grant you permission to print individual pages from the Site, unless otherwise expressly noted, for your own personal, noncommercial use in learning about and evaluating the services or products offered on the Site. No other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sell, transmit, upload, download, store, display in public, alter, modify or create derivative works of these materials. This grant of permission is not a transfer of title, and under this permission you may not:

- use the materials for any commercial purpose, or for any public display (commercial or noncommercial);
- remove any copyright, trademark or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

We make no warranties or representations to you that your use of any materials displayed on the Site will not infringe the rights of third parties.

Third Party Web Sites & online presence

Company may provide links and pointers to Internet sites maintained by others ("Third Party Sites"). Company has not reviewed all of the Third Party Sites

linked to the Site and is not responsible for the content of or any products or services offered in such Third Party Sites.

The Company strictly prohibits any unauthorized online activity related to its products or brand in general, including but not limited to selling, re-selling, presentation, offering, promotion or any other form of online activity unless proper written authorization was given by the company headquarters. This restriction includes without limitation third party web sites (Social networks, commerce sites, personal websites or pages, online campaigns etc.) or any form of online representation.

Submitted Information

If you submit any information to us, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information, you are giving that information, and all your rights in it, to Company free of charge, and that information will be treated as non-confidential and non-proprietary and may be used by Company for any purpose, without your consent or any compensation to you or anyone else. This is true whether you submit such information to us by e-mail, through a form on the Site, on a bulletin board, or in any other manner. Company may from time to time monitor, review and, in its sole discretion, modify or delete any postings you make on the Site; however, Company is not obligated to do so.

Any customer complaints should be reported through customer services by telephone via a customer service representative at *info@cortex-dental.com*, or write to us at *CORTEX dental industries LTD. Attn: Marketing department, POB 125 Shelomi, Israel 22832*.

You agree not to submit or transmit any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule. You are solely responsible for any material you submit to the Site. You further agree not to upload, email, post or transmit to, or distribute or otherwise publish through the Site any material which disrupts the normal operation of the Site, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using the Site.

Through your usage of the Site, you may submit and/or Company may gather certain limited information about you and your web site usage. Company is free to use such information for any purpose it deems appropriate, including marketing purposes.

User Registration

To obtain full access to the Site and its services/features, you may be required to complete a registration.

Products

The products on the Site are presented with the greatest precision in order to fulfill the provisions of the U.S. Federal Trade Commission Act, among others, which stipulate the necessity for the customer to be aware before the final order of the essential characteristics of the items which he or she wishes to purchase. If, in spite of all the care taken by Company, there are inaccuracies in the presentation on the Site, Company shall in no event incur any liability. Company does not warrant that item descriptions or other content of the Site is accurate, complete, reliable, current, or error-free. If a product offered on the Site is not as described, your sole remedy is to return it in unused condition for a refund. Such refunds do not include shipping costs. Photographs illustrating the items for sale are not included within the scope of the contract. They have solely an indicative value, given the alterations that may occur as a result of their uploading onto the Site.

Disclaimer and Limitation of Liability

ALL MATERIAL ON THIS SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OF THE MATERIAL ON THIS SITE, OR ON ANY SITE OR SITES "LINKED" TO THIS SITE. COMPANY MAKES NO WARRANTY THAT THE SITE WILL BE AVAILABLE, UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL COMPANY OR ITS AFFILIATES, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES HAVE ANY LIABILITY TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR INABILITY TO USE THE SITE, SITE CONTENT OR ANY PRODUCTS OR SERVICES, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE SITE OR ANY WEB SITE OPERATED BY ANY THIRD

PARTY. IF YOU ARE DISSATISFIED WITH US, ANY OF OUR SERVICES OR THESE TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

The Site may provide medical and other health related information which is intended only to assist dentists and dental professionals. The Site is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional. Company cannot provide you with any medical advice. Nothing contained in this Site should be construed as such advice. The Site is not a substitute for your own professional judgment. Therefore, Company disclaims any liability for any information you relied upon from this Site. Further, Company does not endorse any of the materials submitted to the Site including, but not limited to, any discussion of off label use of our products.

The information provided on this website does not constitute an offer of or solicitation for the purchase or disposal of, trading or any transaction in any CORTEX dental industries LTD. Biocare securities. Investors must not rely on this information for investment decisions.

Trademarks, Trade Names, and Service Marks

Unless otherwise indicated, all logos, names, package designs, and marks on the Site are trademarks or service marks owned or used under license by Company. The use or misuse of any of these marks or other information is strictly prohibited.

Modification and Termination of This Agreement

Company may modify these terms and conditions at any time without notice to you. Company may terminate this agreement or any other agreement between you and the Company, terminate your access to all or part of the Site, or suspend any user's access to all or part of the Site, at any time, without notice to you, if it believes, in its sole judgment, that you or anyone at your behest have breached or may breach any term or condition of this agreement, or for its convenience. You may terminate this agreement at any time by destroying all materials received from the Company site and ceasing to use the Site.

Governing Law

These Terms of Use are governed by and construed in accordance with the laws of ISRAEL. Website users agree to submit any dispute arising out of their use of

CORTEX dental industries LTD's website to the exclusive jurisdiction of the courts of Haifa, ISRAEL.

For clarification purposes, these Terms and Conditions of Use shall be governed by the laws of the State of ISRAEL without giving effect to any choice or conflict of law or rule (whether of the State of ISRAEL or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of ISRAEL, provided, however, that disputes concerning patent, trademark, or copyright matters shall be governed by Israeli law. You and/or any one directed by you consent to sole jurisdiction in the State of ISRAEL and that all matters would be addressed, if necessary, at the Haifa justice court in Israel.

Miscellaneous Terms

Our failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of these Terms and Conditions of Use is deemed invalid, illegal, or unenforceable such provision will be deemed amended to conform to the applicable laws and the remainder of the Terms and Conditions of Use shall remain in full force and effect. This represents the full understanding of the parties with respect to the subject matter hereof.

Contact

Any questions may be directed to:
CORTEX dental industries LTD.
Attn: Marketing Communications
Shelomi, POB 125, ISRAEL, 22832
Email: info@cortex-dental.com