Terms of Use

Regentis welcomes you to the GelrinC website (together with its Content, the "Site"). Please read the following Terms of Use ("Terms") carefully before using this Site so that you ("You" or "Your") are aware of Your legal rights and obligations with respect to Regentis Biomaterials, Ltd., its affiliates and subsidiaries (individually and collectively, "Regentis" or "We").

We reserve the right, at our discretion, to modify these Terms. We will inform You regarding such modifications by either notifying You via Your email address or by posting such latest changes on the Site. Your continued use of this Site following the posting of changes to these Terms will mean You accept those changes.

1. Your Acceptance

By using or visiting this Site, including without limitation contributing to or viewing the Site's Content (as defined below), you signify your assent to (1) these Terms; and (2) Regentis' privacy policy at www.gelrinc.com ("Privacy Policy"). These Terms apply to all users of the Site. If You do not agree to these Terms or the Privacy Policy then please do not access or otherwise use the Site or any information contained herein.

2. Ability to Accept Terms

You affirm that You are over the age of 18, as the Site is not intended for children under 18.

3. Website Access

A. Regentis hereby grants You permission to use the Site, provided that: (i); You will not copy, distribute or modify any part of the Site without Regentis' prior written authorization; (ii) You will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; (iii) You will not transmit any Content which contains software viruses, or other harmful computer code, files or programs; (iv) You will not disrupt servers or networks connected to the Site; and (v) You comply with these Terms.

B. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," and "offline readers," that accesses the Site in a manner that sends more request messages to the Regentis servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Regentis grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Regentis reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes.

C. Regentis has the right to terminate your access to the Site, in its sole discretion, immediately and with or without cause.

4. Intellectual Property Rights

The content on the Site, including without limitation, the text, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, services, User Submissions and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Regentis. Content on the Site is provided to You "AS IS" for Your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without Regentis' prior written consent. Regentis reserves all rights not expressly granted in and to the Site. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site.

"Regentis", "GelrinC", the Regentis logo, the GelrinC logo and other marks are Marks of Regentis or its affiliates. All other trademarks, service marks, and logos used on our Site are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these Terms.

5. Disclosure

We reserve the right, in so far as permitted by applicable law including the EU General Data Protection Regulation (GDPR), to access, read, preserve, and disclose any User Submissions (whether published or not) or any other information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (b) enforce these Terms, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Regentis, its users or the public.

6. Links

The Site may contain links to third party websites that are not owned or controlled by Regentis. Regentis is not affiliated with those websites, has no control over those websites, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites. In addition, Regentis will not and cannot censor or edit the content of any third-party site. By using the Site, You expressly release Regentis from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you have left the Site and to read the terms and conditions and privacy policy of each other website that you visit.

7. Medical and Other Terms

GelrinC website is aimed at providing general information about the GelrinC investigational device and the SAGE clinical study. This website does not presume to provide any investment or medical advice, including any instruction on the appropriate use of GelrinC. Users of this website should be aware that GelrinC described in this website has not yet been approved by the FDA.

8. Information Description

Regentis attempts to be as accurate as possible. However, Regentis cannot and does not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. Regentis reserves the right to make changes in or to the Content, or any part thereof, according to its sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

9. Limitation of Liability and Warranty

THE FOLLOWING SECTION REGARDING LIMITATION OF LIABILITY AND WARRANTY APPLIES WHETHER OR NOT THE SERVICES PROVIDED UNDER THE SITE ARE FOR PAYMENT.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND REGENTIS, THE SITE (INCLUDING THE CONTENT AND ANY OTHER SERVICES PROVIDED THEREBY), IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THAT THE SITE WILL FUNCTION AS CLAIMED, REGENTIS DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, VIRUS ATTACKS AND THE LIKE, OR THAT IT WILL ALWAYS BE AVAILABLE. THE SITE WILL OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. IN ADDITION, YOU AGREE THAT REGENTIS WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO ITS USERS THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS, ETC.

YOU SPECIFICALLY ACKNOWLEDGE THAT REGENTIS SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, REGENTIS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

REGENTIS DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE.

UNDER NO CIRCUMSTANCES SHALL REGENTIS, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS BE LIABLE FOR ANY LOSS OF MONEY, GOODWILL, REPUTATION, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE AND ITS SERVICES EVEN IF REGENTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT THE REGENTIS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT IN ANY CIRCUMSTANCES EXCEED AN AGGREGATE OF THE AMOUNT PAID BY YOU, IF ANY, IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, FOR ACCESSING AND USING THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnity

You agree to defend, indemnify and hold harmless Regentis, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Site; (ii) Your violation of these Terms; or (iii) Your violation of any third party right, including without limitation any copyright, property, publicity or privacy right. This defense and indemnification obligation will survive these Terms and Your use of the Site.

11. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Regentis without restriction.

12. General

Regentis reserves the right to discontinue or modify any aspect of the Site at any time. These Terms, the Privacy Policy and the relationship between you and Regentis are governed by and construed in accordance with the laws of Israel, without regard to its principles of conflict of laws. You and Regentis agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv, Israel and waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms, together with the Privacy Policy and any other legal notices published by Regentis on the Site, shall constitute the entire agreement between you and Regentis concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND REGENTIS AGREE THAT, UNLESS SPECIFCIALLY PERMITTED BY APPLICABLE LAWS, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13. Contact Us

In case of any questions or inquiries about the Terms of Use of this website, or its implementation, please contact us at $\underline{\mathsf{info@regentis.co.il}}$.

Last updated: November 2018.