**Terms and Conditions**

**Algotrader Ltd. 317865806**

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The Software is based on an algorithm ("Algorithm") which analyzes several characteristics to provide a scoring of certain Scoring Subjects (the characteristics considered and the scoring method is disclosed in full on our Site) and measure a general emotional market sentiment. Based on the Algorithm, the Software scores certain Scoring Subjects who published certain recommendations in online publications.   
  
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(b) Whenever you submit information to us, you agree to provide true, accurate and complete information and agree to, if the option is available, promptly update the information if there have been changes to the information you provided.   
(c) We may modify or enhance the functionality of your browser, any website or content accessed by you or other software. By downloading, installing or using the Services, you consent to such modifications and enhancements.   
  
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(b) Any limitation, suspension, or termination we may impose shall not alter your obligations to us under these Terms and Conditions. The provisions of these Terms and Conditions, which by their nature should survive any such action on our part, shall survive including, but not limited to, provisions relating to indemnities, releases, disclaimers, limitations on liability, and the miscellaneous provisions below. Upon termination of these Terms and Conditions, or in any case determined by us in our sole discretion, your license to use the Content will immediately expire.

(c) If you violate these Terms, we reserve the right to issue you a warning regarding the violation or to immediately terminate or suspend your access and/or use of the Service. You agree that we don't need to provide you with a notice before terminating or suspending your access and/or use of the Service, but we may provide such notice at our sole discretion.

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(a) Our Site and Services (including, without limitation, the Software, the Algorithm and Content) are provided for your information and personal, non-commercial use only (up to 100 page views per day). When using our Site or any Services, you must comply with these Terms and Conditions, and all applicable laws.   
(b) Except as expressly permitted by these Terms and Conditions , you may not:   
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(ii) modify or use our copyright, trademark or other proprietary rights notices, or interfere with the security-related features of our Site or Services;   
(iii) use our Site or Services in any way to manipulate or distort, or undermine the integrity and accuracy of, any content (including rankings reflected by using the Software), or take any action to interfere with, damage, disrupt any part of our Site or Services;   
(iv) use our Site or Services to send, receive, upload/post, download, any material which does not comply with our content standards;   
(v) use our Site or Services to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material;   
(vi) use our Site or Services to transmit any data, or upload to our Site or Services any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;   
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(b) REGARDLESS OF ANY INFORMATION YOU HAVE RECEIVED TO THE CONTRARY, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY OR THAT OF OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED $50. YOU AGREE THAT THIS IS A FAIR LIMITATION BASED UPON THE MANNER AND COST BY WHICH OUR SITE OR SERVICES ARE PROVIDED TO YOU, AND TAKING INTO ACCOUNT YOUR ABILITY TO USE ALTERNATIVE RESOURCES PROVIDING INFORMATION SIMILAR TO THAT OF OUR SITE OR SERVICES. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH OUR SITE, SERVICES OR THESE TERMS AND CONDITIONS  MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. CAUSES OF ACTION BROUGHT OUTSIDE THIS TIME PERIOD ARE WAIVED.   
  
  
9. Indemnification   
  
You agree to indemnify and hold harmless us and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of our Site or Services; (ii) any actual or alleged violation or breach by you of these Terms and Conditions  (or any Additional Terms (as such term is defined below); (iii) any actual or alleged breach of any representation, warranty or covenant that you have made to us; and/or (iv) your acts or omissions. You agree to fully cooperate with us in the defense of any claim that is the subject of your obligations hereunder.   
  
10. Governing Law; Jurisdiction   
  
(a) These Terms and Conditions shall be construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules.   
(b) Any claim or dispute between you and us that arises in whole or in part from your use of the Services or the Site shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, and you hereby consent to, and irrevocably waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Tel Aviv.   
(c) If there is a dispute between you and anyone accessing our Site or Services, or you and any third party in connection with our Site or Services, you understand and agree that we are under no obligation to become involved. In such instances, you hereby release TipRanks and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries and their related companies from any and all claims, demands and damages of every kind or nature arising out of, relating to or in any way connected with such dispute.   
  
11. Copyright Infringement   
  
(a) We may remove or disable, in our sole discretion, access to material on the Site or Services or hosted on our systems that may be infringing third parties rights (including, without limitation, copyright of others).   
(b) You may notify that copyrighted material has allegedly been infringed and matters other than informing Algotrader that copyrighted material may have been infringed and include in your notice details such as: a description of the copyrighted work that you claim has been infringed upon; a description of where the material that you claim is infringing is located on the Site, including a link or screenshot of the webpage containing the infringing material (if applicable); your address, telephone number and e-mail address; a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law signature of the person authorized to act on behalf of the owner of the copyright interest; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and any additional information as shall be required by Algotrader.   
  
12. Amendment   
  
(a) We are constantly updating our Site and Services to provide better options and features, or for other reasons. In certain instances it may be necessary to update or modify these Terms and Conditions to reflect these and other changes (e.g., to reflect updates to our practices and policies). We also may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of our Site or any Services ("Additional Terms"). Accordingly, you agree that we may at any time provide you with Additional Terms, or update or modify these Terms and Conditions , as appropriate or necessary. To the extent any Additional Terms conflict with these Terms and Conditions, the Additional Terms will prevail.   
(b) Modifications to these Terms and Conditions or any Additional Terms will be effective upon: (a) notice, either by posting on our Site or by email notification; and (b) your subsequent use of our Site or Services. It is your responsibility to review these Terms and Conditions and the Site from time to time for any changes or Additional Terms. Your access and continued use of our Site or Services following any modification of these Terms and Conditions or the provision of Additional Terms will signify your consent to and acceptance of the same.

13. Miscellaneous   
  
(a) No waiver by either of us of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms and Conditions are for convenience only and shall not be given any legal import.   
(b) Except where specifically stated otherwise, if any part of these Terms and Conditions are deemed unlawful or unenforceable for any reason, it is agreed that part of these Terms and Conditions shall be stricken and that the remaining terms in these Terms and Conditions shall not be affected and shall remain in force and effect.   
(c) You may not assign these Terms and Conditions or any of your rights or obligations hereunder, in whole or in part, without our prior written consent.   
(d) These Terms and Conditions (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement and supersede all previous written or oral agreements between you and Algotrader in connection with the Site and Services.   
  
Sections 1 ("Acknowledgment"), 5 ("Automatic Updates"), 7 ("Notifications, third-Party Materials"), 8 ("Collection Of Anonymous Information"), 9 ("Changing Your Internet Browser Settings"), 10 ("Disclosure of Information"), 11 ("Developer Privacy"), 12 ("Abuse Report") and 14 ("Limitation Of Liability and Warranty") of the Extension End User License Agreement are hereby incorporated to the Developer license agreement by reference and to the extent of any conflict between the provisions of the Developer license agreement and the above sections, the above sections of the Extension End User License Agreement shall prevail.

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