

Anchiano Therapeutics Ltd.

Website Terms and Conditions of Use

November 14, 2019

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II. Changes to the Terms

We will notify users of any changes to these Terms. Notification will either be made by way of an e-mail or by posting of the changes on the Site. Changes to these Terms will be effective 30 days following notice. Your continued use of the Site after any change has become effective will constitute your acceptance of those changes.

III. Registration

We may require you to open an account to access certain features on this Site. Such features may include e-mail alerts and RSS feeds.

When registering for your account or for certain events or features of this Site, you agree to provide Anchiano with accurate, truthful, complete, and updated information. Failure to do so shall constitute a breach of these Terms of Use, which may result in suspension or termination of your account or your denial from such events or features. We, in our sole discretion, reserve the right to refuse or cancel registration.

When you open an account to use or access this Site, you may be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. We may require you to periodically change your password.

You agree to use your best efforts to maintain the security and confidentiality of your user name, password, and account (collectively, a “*User ID*”). You are fully responsible for all activities that occur under your User ID. You may not use the User ID of someone else at any time. You may not sell or transfer your account, or otherwise allow any third party to use your

account for any purpose. You agree to notify Anchiano about any unauthorized use of your User ID or any breach of security related to your use of the Site. You should use particular caution when accessing your account from a public or shared computer.

You further agree that Anchiano shall not be liable for any loss or damage arising out of, or related to, your use of your User ID by you or by any other party, either with or without your knowledge. You may be held liable for any losses incurred by Anchiano, including its subsidiaries, entities owned, related to or controlled by Anchiano, its employees, staff, officers, directors, consultants, agents, suppliers, contractors, and representatives, due to someone else's use of your User ID.

IV. Medical Disclaimer

While there may be information on this website related to certain medical conditions and their treatment, you understand and agree that Anchiano and this Site do not provide professional advice of any kind, and are not intended to be a substitute for professional medical diagnosis, treatment, or advice, or a medical examination provided by a physician or other medical provider. You should not use the information provided on this Site for diagnosing a health problem or disease. Never disregard professional medical advice or delay in seeking it because of information you have read on this Site or received from Anchiano.

Anchiano does not recommend or endorse any specific test, physician, product, procedure, opinion, or other information that may be mentioned on this Site with respect to any personalized medical diagnosis or patient-specific treatment. If you have any question regarding a medical condition or health situation, seek the advice of your physician, mental health provider, and other qualified health-care professionals. Application or reliance on the techniques, advice, ideas, and suggestions of any person associated with Anchiano or this Site is solely at your own discretion and risk.

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VII. Prohibited Use of the Site

You agree to not use this Site in the following ways:

- (1) for any purpose that is unlawful or prohibited by these Terms;
- (2) to conduct yourself in any way that may be construed as threatening, harmful, abusive, harassing, stalking, defamatory, libelous, vulgar, profane, obscene, offensive, objectionable, pornographic, obscene, unlawful, illegal, fraudulent, tortuous, giving rise to civil or criminal liability, invasive or in violation of another's right of privacy or publicity, hateful, bigoted, racially or ethnically offensive, or in violation of an applicable local, national or international law, including, but not limited to, laws related to copyrights, trademarks, patents, or trade secrets, or otherwise objectionable as determined by us in our sole discretion;
- (3) to promote information that is known to be inaccurate, misleading, or false;
- (4) to advertise or otherwise solicit funds, goods, or services, such as through contests, sweepstakes, barter, pyramid schemes, or other forms of unauthorized advertising or commerce, without our prior written consent;
- (5) to express or imply that any statements you make are endorsed by Anchiano without our specific prior written consent;
- (6) to send unsolicited email or other communications, including, without limitation, junk mail, spam, and chain letters;
- (7) in a manner that could damage, disable, overburden, or impair our (or our third-party providers') server or the networks connected to our server;
- (8) to collect or harvest any information about other users or to attempt to gain unauthorized access to accounts, computer systems, or networks associated with any Anchiano's servers, data not intended for you, or otherwise violate any security features of this Site, through hacking, password mining, or any other means;
- (9) to distribute or facilitate the distribution of viruses, corrupted data, trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;

- (10) to attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by Anchiano in providing this Site; and
- (11) to adversely affect the enjoyment and availability of Site resources to other users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text), or excessively large embedded images).

Any violation of system or network security may subject you to civil and/or criminal liability.

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IX. Minors

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Certain portions of the Site may be subject to additional terms and conditions specified by Anchiano from time to time. Your use of the Site is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

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These Terms shall be governed by and construed under the laws of New York, without regard for conflicts of law principles. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or related to this Site or the use or access thereof shall be in the state or federal courts located in New York. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

XIX. Severability/Waiver

If any provision of these Terms of Use is found to be invalid, void, unlawful, or for any reason unenforceable by any court having competent jurisdiction, then the provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

The failure of either party to assert any right under these Terms of Use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and conditions or any other term or condition. Neither the course of conduct between the parties nor trade practice shall act to modify the Terms.

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You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may wish to assert related in any manner to this Site or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation.

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