

Terms of use

We thank you for choosing to use the services of CERTOMO Ltd (hereinafter: “**Certomo**” or the “**Company**”).

Certomo is a company licensed by the Israel Securities Authority to provide financial information services in accordance with the provisions of the Financial Information Service Law, 5782-2021 (hereinafter: the “**Law**”).

These Terms of Use apply to: (a) visitors to our website whose address is www.certomo.com and/or to a user interface whose address app.certomo.com (hereinafter: the “**Site**”), (b) as well as to users of services whose purpose is to receive the customer's financial information and approval for the transfer of the customer's financial information to financial or representative entities, (collectively: the “**customers**” or the “**user**” or “**users of the service**”); All of the Services, together (including the landing pages and the Website), will be referred to hereinafter: the “**Certomo Service**” or the “**Services**” or the “**Service**”.

For the avoidance of doubt, these Terms of Use also serve as the Terms and Conditions governing your use of the Site and Services. By agreeing to these Terms of Use, you acknowledge and agree that they encompass and constitute the full and complete Terms and Conditions of the agreement between you and Certomo.

Your access to the site, as well as your use of any of its services, whether paid or unpaid, is subject to the terms outlined below and Certomo's privacy policy. By entering the site, you confirm that you have read, understood, and explicitly agreed to these Terms of Use and Certomo's Policy (as may be amended from time to time) and that you are bound to comply with them. Please review these Terms of Use carefully.

If you do not agree to the Terms of Use outlined below, in whole or in part, you must not use the services of the site and are therefore requested to refrain from doing so.

1. The content and services provided on the site

- 1.1. Certomo provides services designed to assist users of the Service, representatives and financial entities, in light of the collection of financial information about customers from information sources as defined in the Law and in accordance with the terms of the license granted to Certomo by the Israel Securities Authority (“**Financial Entities**” or “**Third Parties**”, “**Information Sources**” and the “**Financial Information Service Law**”, respectively).
- 1.2. Certomo may, at its sole discretion, modify the content, services, and terms of use, as well as add to or remove from them, whether provided by Certomo or by a third party, including financial entities, without any obligation to provide prior or retroactive notice. Any such changes will be binding upon your continued use of the Site and/or Services. Your use of the Site following these changes indicates your acceptance of them. If you do not agree with any or all of the changes, please refrain from using the Site or contact us for assistance in providing alternative solutions.
- 1.3. These Terms of Use apply in addition to any supplementary terms and/or provisions published on the Site. The use of certain sections of the Site may be subject to additional rules, which will be displayed within those sections.

- 1.4. Certomo will provide services, some of which will be offered for a fee with your prior approval and some free of charge. It is clarified that Certomo may be entitled to receive payment from third parties for all or part of the Services.
- 1.5. The information presented on the Website does not constitute a recommendation or a substitute for professional advice. It should not be considered an opinion, recommendation, suggestion, solicitation, guidance, or advice for executing transactions or obtaining financing, nor does it serve as a legal or business opinion regarding the use of information reports or the relevant legal provisions governing your engagements with data subjects. The same applies to the use of services provided within the framework of the Site. Reliance on the information provided on the Site, including within information reports, is prohibited without first consulting a professional in the relevant field related to the decision or action you intend to undertake based on the information received.
- 1.6. Certomo may contact you with offers for additional services that may be made available on the Site from time to time, subject to your consent to receive such services and in accordance with legal requirements.

2. Customer Obligations

- 2.1. As part of the service, Certomo will contact information sources, as defined by law, based on your selection and approval, to collect financial information about you. This will be done according to the specific accounts and data categories you choose during registration, from sources such as banks and credit card companies.
- 2.2. Please note that the information collected is sourced directly from your accounts with financial institutions and is used by Certomo to provide the services. Certomo does not have the ability to verify the accuracy, completeness, or reliability of the data received from these institutions. Additionally, Certomo may collect financial information about other beneficiaries linked to these accounts. Therefore, you are required to obtain their explicit consent before using the Certomo Service to collect financial information about them.
- 2.3. At Certomo's sole discretion, and subject to the provisions of the law, you may be required to provide additional details or documents. If you refuse to provide such information, Certomo reserves the right, at its sole discretion, to restrict or deny the provision of services and/or terminate your user account and/or restrict your use of the Website.
- 2.4. You undertake to obtain the explicit consent of any joint account holder or beneficiary before using the Services, if such partners exist (e.g., spouses or business partners), unless access permission has been granted by all joint account holders. Certomo will not be liable for any claims made by third parties if it is found that you provided Certomo access to information without obtaining the necessary consent from all account partners. If you become aware that information about a third party who is a joint account holder or beneficiary has been collected without their explicit consent, you must promptly notify Certomo by contacting Certomo through the website: www.certomo.com.
- 2.5. Notwithstanding the foregoing, in a joint account jointly, access permission granted by each account holder shall be deemed to have been granted by all account holders; In this section, **"joint account jointly and individually"** – a joint account is an account in which each account holder may give instructions in the account without the consent of the other account holder.

- 2.6. You acknowledge that the financial information available from financial institutions may be inaccurate and/or incorrectly classified (for example: a money transfer may be classified as a receipt of funds, or there may be clerical errors in the account balance). Please note that Certomo relies on this information as received from the financial institutions to provide the services. Certomo is unable to verify the correctness, accuracy, or reliability of the information. It is your responsibility to verify and exercise discretion to ensure that the information obtained by Certomo from these institutions and presented as part of the Service is accurate and up to date.
 - 2.7. The site is intended for adult use only. You declare that you are over the age of 18. If you are under the age of 18, you may not use the site. It is clarified that some of the services offered by third parties may be offered to customers aged 21 and over, all at the sole discretion of that third party in question.
 - 2.8. You declare that you are legally competent and possess a valid form of identification (such as an ID card, passport, etc.), where applicable.
- 3. Restriction of Services and Prohibited Uses**
- 3.1. Certomo reserves the right to delay or revoke your registration to the site at any time, including, but not limited to, instances where all required information has not been duly provided.
 - 3.2. You undertake **not** to engage in any prohibited use of the Site. Prohibited uses include, but are not limited to: (a) any use that is unlawful; (b) copying or modifying information; (c) violating the privacy of any individual; (d) impairing the operation of the Website in any way; (e) using the Website for profit generation or any other commercial purpose; (f) submitting data or information that is inaccurate, false, distorted, misleading, or deceptive; (g) transmitting data or information that may harm the Site or its users, such as malicious software, code, viruses, Trojan Horses, or any other harmful software; (h) posting any message, data, or material that is illegal, violates any agreement, obligation, or right, or is harmful, threatening, harassing, abusive, racist, defamatory, libellous, or an invasion of another person's privacy; (i) impersonating another individual; (j) publishing advertisements or commercial information in any form; (k) attempting to gain unauthorised access to the Website, its content, other users' accounts, or any systems or networks connected to the Site; and (l) collecting, downloading, or copying customer lists or other customer information from the Site, or using or transmitting such information to any third party
 - 3.3. Without prejudice to any other remedies available to Certomo under the law, Certomo reserves the right to restrict or prohibit partial or full use of the Website, and to take additional or alternative actions at its sole discretion, without requiring your consent or prior notice. You shall have no claim against Certomo in this regard.
 - 3.4. If you choose to close your Certomo account, this action does not automatically revoke the consent you provided for the transfer of information or the access permissions granted to financial institutions or representatives, unless it is the last remaining account in your name. To cancel access, you must either submit a formal request to Certomo or contact the relevant financial institutions or representatives directly (such as banks, credit card companies, or non-bank credit providers) and complete the revocation process. If you choose to contact Certomo, Certomo will notify the financial institutions and representatives on your behalf, no later than two days from receiving your request.

4. **Privacy Policy**

- 4.1. As part of the registration process or use of services, you may be required to provide personal information, as defined in the Privacy Policy. Certomo undertakes to use the personal information provided in accordance with these Terms of Use and Certomo's Privacy Policy, which forms an integral part of these Terms of Use, all in compliance with applicable laws.
- 4.2. The use of the Website is personal and private, and you agree and confirm that you are obligated to maintain the confidentiality of your personal password as well as any specific code provided to execute an action. Transferring your password and/or code to any other person, except when providing the code to the intended recipient of a transfer, is strictly prohibited, even if not done for commercial purposes. To view Certomo's privacy policy, [click here](#).

5. **Mailings & Announcements**

- 5.1. You acknowledge that the information you provide, along with any personal information collected about you during your use of the services, may be stored in the databases of Certomo Ltd., company number 700071420, which is duly registered with the Justice Department of Israel, as required by law. Such information may be used for the purposes set out in Certomo's Privacy Policy.
- 5.2. You acknowledge that Certomo may share your information with third parties, including financial institutions or representatives, in accordance with applicable law. You confirm that Certomo and these third parties may use your information as necessary to offer you various services from time to time and/or marketing offers and/or "advertisements" in accordance with the Communications Law (Bezeq and Services), 5742-1982 (the "**Communications Law**"), via all means of communication specified in the Communications Law, including email and SMS. If you prefer not to receive such messages, you may notify Certomo using the email address provided below, including your request and identifying details, or by directly informing the third party of your wish to opt out.
- 5.3. You further acknowledge that Certomo may share your information with trusted third parties who assist in the operation and management of the Services or in the provision of the Services (for example, financial institutions, banks, maintenance services, storage services, and database management for the improvement of the Services). You acknowledge that these third parties may use your information for as long as necessary to perform their services and are required to implement reasonable safeguards, in accordance with the law, to protect and maintain the confidentiality of your information.
- 5.4. Certomo may also send you notices regarding changes to these Terms or other matters, including notices related to the use of the Services and the Website, as well as other operational communications. You agree that all agreements, notices, disclosures, and other communications sent by Certomo in this manner comply with any legal requirement for such correspondence to be in writing. All notices sent to you shall be considered sufficient and valid delivery, regardless of whether you have accessed or read the notice and shall be deemed to have been sent to you, whether or not they were actually received.

- 5.5. You may, at any time, notify the Company of your wish to stop receiving the aforementioned information and marketing material by sending a notice by contacting us by email hello@certomo.com. It is further clarified that a request for removal addressed to the email or SMS address from which the content is sent will not lead to removal from the mailing list, and therefore it is necessary to act in one of the ways listed above.

I agree to the inclusion of my details in the Company's database and acknowledge that I have read and accepted the terms of the mailings and notices above in Section 5.

6. Ownership and rights

- 6.1. All ownership rights, including but not limited to intellectual property rights and moral rights, whether registered or unregistered, in relation to the Website and its contents—including the online pages, the information contained within, the classification, arrangement, and presentation of information, trademarks, logos, website design, text, illustrations, graphics, sound clips, graphical elements, software applications, charts, images, and any other form of illustration or media included on the Website (hereinafter: “**The Information**”)—are the exclusive property of Certomo. These rights are protected, among other things, by intellectual property laws, including trademarks and copyrights.
- 6.2. All copyrights and intellectual property rights of any kind, including moral rights, related to the concept underlying the Website, its name, trademark, structure, design, and the presentation of the information contained therein—including its content, design, editing, trademarks, and the manner of presenting and editing information such as images, illustrations, sound, videos, graphics, charts, text, and software applications, as well as any publication, content, article, design, application, file, software, or any other material, whether tangible or intangible, published on or on behalf of the Website—are the exclusive property of Certomo. These Terms of Use grant you permission solely to use the Website.
- 6.3. Subject to copyright law, it is prohibited to copy, redistribute, broadcast, publish, publicly display, transmit to third parties, create derivative works from, or store the content of the site, whether in part or in whole, temporarily or permanently, in any form, or to make any commercial or non-commercial use, whether within Israel or internationally, of any of the aforementioned content in a manner contrary to the law, without the prior written consent of Certomo. It is also prohibited to distort, modify, or take any action that may affect the accuracy, reliability, or integrity of the information, or to damage the reputation of Certomo as the copyright holder, or that of any other party.
- 6.4. You are entitled only to private and fair use of the services and content offered on the site. Commercial and/or business use is strictly prohibited. For the avoidance of doubt, it is clarified that you do not hold any ownership rights to the information contained on the site. Furthermore, any use of the Site or its services for illegal purposes is strictly forbidden.
- 6.5. Notwithstanding the foregoing, the Website may sometimes also include applications, tools and content (including logos and trademarks), some of which are owned by third parties and use contrary to these Terms of Use above and below may also constitute copyright and/or other rights of those third parties.
- 6.6. It is forbidden to distribute and/or copy and/or publish any part of the information, whether within Israel borders or outside them, whether on a website and/or by email and/or text

messages and/or by any other means and/or in any other way, without the express prior written permission of Certomo.

7. limitation of liability; Indemnity

- 7.1. You agree that your use of the Site and Services is entirely at your own risk. The information on the Site and Services is provided on an "AS IS" and "AS AVAILABLE" basis. You are solely responsible for any actions or omissions made in reliance on the information provided. To the fullest extent permitted by law, Certomo makes no warranties, express or implied, regarding the Site, the Services, or your use of them.
- 7.2. It is important to note that the information on this website may contain typographical, clerical, or other errors, including those caused by unauthorized access. Certomo, along with its employees, members, managers, representatives, agents, owners, affiliates, related corporations, and suppliers, shall not be liable for any damages resulting from such errors. Furthermore, Certomo, and anyone acting on its behalf, shall not be liable to you or any third party for any special, direct, indirect, incidental, punitive, or consequential damages, including loss of profits or data, or for reliance on any information, services, materials, products, software, or advertisements obtained through the Site or its Services. This limitation applies regardless of the form of action—whether based on contract, tort, or any other legal theory—and whether Certomo has been advised of the possibility of such damages.
- 7.3. The Website may contain links to information sources, financial entities, representatives, and/or third parties, at Certomo's sole discretion. These links may be updated or removed from time to time at Certomo's discretion. Unless explicitly stated otherwise, the presence of these links should not be interpreted as Certomo's endorsement, approval, or recommendation of the content, products, or services provided on those third-party sites. Certomo does not guarantee the functionality or availability of any links on the Website. The inclusion of a link on Certomo's website does not imply that the linked site's content is accurate, reliable, complete, or current. Certomo assumes no responsibility for the content of linked websites, including instances where links lead to illegal, immoral, or offensive material and/or immoral and/or offensive websites, etc.
- 7.4. Certomo is not responsible for any use made by third parties of information provided by Certomo, except in accordance with applicable law, the guidelines of this document, and Certomo's privacy protection policy.
- 7.5. You agree to indemnify and compensate Certomo, or anyone acting on its behalf, for any damage, expense, or loss, whether direct or indirect, including legal fees and attorney costs, arising from any claim or demand made against it due to your breach of these Terms of Use or any other unlawful action related to the Website and the Services. For the avoidance of doubt, your liability includes, but is not limited to, direct, indirect, consequential, incidental, and special damages, including harm to reputation, loss of income, loss of data, and loss of profits.

8. Procedure for giving notice and removal of content

- 8.1. If you believe that any content published on the site is offensive or infringes upon any rights, including intellectual property rights, or if the site contains links or references to sites with such content, please contact Certomo immediately at hello@certomo.com. In your correspondence, please include the following details: the nature of the infringement or violation, a link to the relevant page on the site, and your contact information. Certomo will investigate the issue and reach out to you if further information is required.

9. Third Party Materials and Services

- 9.1. You agree that you shall have no claim against Certomo in relation to third parties, insofar as some services may be provided through third parties. In such instances, the terms of use of those third parties will also apply to you, including their provisions regarding data protection and the use of information.
- 9.2. As the performance of the services relies on third parties, computer systems, and is subject to the provisions of Israeli and international law, the services may not be provided at all or may be subject to delays or disruptions. You acknowledge that Certomo shall not bear any direct or indirect liability for any damage, whether direct or indirect, caused to you as a result of the foregoing, where such issues are attributable to third parties.
- 9.3. Additionally, you agree that Certomo is not responsible for the accuracy, content, nature, duration, completeness, or suitability of any information, advertisements, or commercial content published on the Website by third parties, for any purpose whatsoever. Certomo shall not be liable for any direct or indirect damage, financial or otherwise, caused to you as a result of your use of the Website, reliance on the information appearing on it, or any external sites linked thereto.
- 9.4. You may be granted access to view or use the Services that include information or links to other sites or resources (“**Third Party Materials**”) through the Services. These Third-Party Materials are not under Certomo’s control, and you acknowledge that you assume full responsibility and all risks arising from accessing, using, or relying on such Third-Party Materials. Certomo shall not be liable for any damages or losses incurred by you as a result of accessing, using, or relying on Third Party Materials via the Website.

10. Revoking access to information

- 10.1. Your consent to the retention of financial information collected from information sources for the purpose of providing services by Certomo shall be valid for the duration necessary to provide the service, and no longer than the period permitted by law.
- 10.2. You may, at any time, terminate the receipt of the Service, reduce its scope, and/or modify the access permissions or uses you have authorised. This includes reducing the sources of information and/or information categories to which you have granted access permission. Cancellation or modification of the Service must be done by providing notice to Certomo via the specified email address: hello@certomo.com.
- 10.3. If you do not use the Service for a period of six (6) months, including by failing to log into the Website or Application, or by not initiating a request to Certomo, or if Certomo is unable to verify that you are aware of its access to your data, your permission to access all or part of your data as part of the Service will be revoked.
- 10.4. It is clarified that if you revoke your consent to receive the service from Certomo, or if Certomo is notified by you or an information source of the revocation of permission to access all or part of your data, such data will be permanently deleted from Certomo’s database, and you will no longer be able to receive information regarding that data from that point forward. Certomo will delete the financial information when it is no longer required, in accordance with your notice and subject to the provisions of the law.

11. Jurisdiction

11.1. These Terms of Use are governed by the laws of the State of Israel. Any dispute arising from these Terms of Use shall be subject to the exclusive jurisdiction of the competent courts in Tel Aviv-Jaffa.

12. Miscellaneous

- 12.1. Certomo is not an agent, marketer, consultant or intermediary of financial services and/or provision of banking or non-banking services. And does not present itself as such.
- 12.2. Certomo does not guarantee that the service provided on the site will be uninterrupted, consistently available, or immune from unauthorised access to Certomo's systems. In the event of damages, breakdowns, malfunctions, hardware or software failures, communication issues at Certomo or any of its suppliers, or the presence of viruses, spyware, or other malware, Certomo shall not be liable for any direct or indirect damage, distress, or other harm caused to you or your property as a result.
- 12.3. Certomo is not responsible and shall not be liable for any threatening, defamatory, obscene, offensive, or illegal content or behaviour of any party, nor for any violation of the rights of others. Certomo shall not be responsible for any content submitted to or included on the Site by any third party.
- 12.4. The invalidity or cancellation of any provision of these Terms of Use shall not affect the validity of the remaining provisions.
- 12.5. Any delay or failure by Certomo in exercising its rights shall not be considered a waiver of those rights. Certomo reserves the right to exercise all or part of its rights under these Terms of Use and in accordance with the law, at any time it deems appropriate.
- 12.6. The headings in these Terms of Use are provided for convenience only and shall not be used for interpretative purposes.
- 12.7. Nothing in these Terms of Use grants any rights to third parties, and these Terms of Use do not create any contractual obligations or benefits for any third party.

13. Amendment of Terms of Use

13.1. Certomo reserves the right to amend these Terms of Use periodically. The version of the Terms of Use that is binding and applicable is the one published on the Website at the time of use. You are encouraged to review the Terms of Use regularly to stay informed of any updates.

I hereby acknowledge that I have read and understood all the terms and conditions set forth in this Agreement.

**I hereby give my full and informed consent to all terms outlined in the above Terms of Use.
I declare that my use of the information on the Site will be in accordance with these terms.**

Contact and inquiries – The user may contact Certomo regarding these Terms of Use and/or any matter by sending an email to the address hello@certomo.com