

End User License Agreement

Welcome to Retruster!

In short...

The following are some key points of this User Agreement and are brought for your convenience. They do not substitute the full User Agreement, which continues below.

1. The service is owned and operated by Retruster Ltd.
2. **The Service.** Is a solution to help stop email fraud by assessing incoming emails for possible signs of phishing and fraud. The service gives you information to decide whether fraud may have occurred, and take action as you see fit. We have the utmost respect for your privacy, as further explained in our [Privacy Policy](#).
3. **Intellectual property.** All legal rights in the Service, including all intellectual property rights, are owned by us. Obviously, we don't own any users' content (such as email content and user's own information)
4. **Fees and Registration.** In order to use the service, you have to register and pay the subscription fee.
5. **Use and restrictions.** You may not use the service in any of the objectionable manners explained below.
6. **Age restriction.** You must be 18 years of age or older in order to use the Service.
7. **Disclaimer of warranty.** The Service is provided for use as is. We disclaim all warranties and representations with respect to the Service.
8. **Limitation of liability.** To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf – will not be liable for any damage or loss, arising from the use or inability to use the service. SOME FEATURES OF THE SERVICE RELY ON INFORMATION ORIGINATING FROM EMAIL SERVICES. WE DISCLAIM ANY RESPONSIBILITY FOR SUCH INFORMATION'S ACCURACY OR RELIABILITY. THE SERVICE DOES NOT GUARANTEE TO PREVENT FRAUD.
9. **Indemnity.** You agree to indemnify us in case of a third party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these terms of service or privacy policy.
10. **Law & jurisdiction.** Use of the Service is governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the competent courts in the District of Tel-Aviv-Jaffa.

... and in detail

Welcome to **Retruster**, an email fraud defense solution allows you to assess incoming emails for signs of fraud (the “**Service**” or “**Retruster**”). The Service is owned and operated by Retruster Ltd. (the “**Company**”, “**we**”, “**us**” and “**our**”). The Service combines our website, at www.retruster.com (the “**Website**”), a designated browser and/or email client extension (the “**Add-In**”) and in some cases an app (the “**App**”).

Please read the following User Agreement (the “**Terms**”) carefully. By installing, signing up to, accessing, or using the Service, you agree to these Terms. If you do not agree to these Terms, you may not access or use the Service.

ABOUT RETUSTER

Our Service. Retruster’s solution enables users like you (the “**Sender**” or “**You**”) to assess emails sent to you for signs of fraud. The service is implemented on your web browser and/or email client through our designated Add-In, and interfaces with your email application service, such as Outlook, Gmail, Hotmail, Yahoo etc. (the “**Email Service**”). Upon receiving a message, Retruster checks for signs of fraud and informs you of any suspicious characteristics found (“**Secured Email**”). Retruster makes no guarantees regarding the effectiveness of the solution.

THE SERVICE IS MERELY A COMPLEMENTARY INSTRUMENT INTENDED TO BETTER SECURE YOUR EMAIL SERVICE. THE SERVICE IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR SECURING YOUR DEVICES FROM VIRUSES AND MALWARE.

Fee-based Service

Fee-Based Service. In order to use the Service, you must pay the subscription fee associated with such use (“**Subscription Fees**”). If you elect to sign up for the Service, you will be required pay all applicable fees, as described on the Website in connection with the subscription plan selected by you.

Payment. Subscription Fees can be paid through one of the other payment methods we establish from time to time.

Changes. We reserve the right to change our prices and at any time. You authorize us to make any reasonably necessary inquiries to validate your account and financial information.

Currency and Rates. Subscription Fees are chargeable in US Dollars.

Failing to Pay. Failing to settle your payments for the Service will prevent you from continuing to use the Service, without regard to any other remedies available to us under applicable law.

REGISTRATION TERMS

Information you provide. When you register to the Service, we will ask you to provide us the details we describe in our [privacy policy](#) (“**Registration Information**”).

False information. If we believe that the Registration Information you provide is false or if we believe that you violated these Terms, we reserve the right to suspend or terminate your user account or your access to the Service.

Additional Information. We reserve the right to request additional information to verify your identity during the registration process, throughout your use of the Service or when you submit requests related to your user account.

YOUR PRIVACY

We respect your privacy. Our [Privacy Policy](#), which is combined into these Terms, explains our privacy practices. We encourage you to read it carefully.

INTELLECTUAL PROPERTY

Our intellectual property. All rights, title and interest in and to the Service and its features, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith, but excluding any content that originates from Senders, are the exclusive property of the Company and its licensors.

Restrictions. You may not copy, distribute, display or perform publicly, make available to the public or communicate to the public, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Service, its features or any part thereof, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute, or damage our goodwill.

USING THE SERVICE

Acceptable use. You may use the Service only for your private, personal and authorized commercial purposes.

Prohibited use. When using the App, you must refrain from –

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the Service;
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the Service or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Sending automated or machine generated queries, including automated Secured Emails;
- Using robots, crawlers and similar applications to collect and compile content from the Service or send data to the Service including for the purposes of competing with the Service, or in such ways that may impair or disrupt the Service's functionality;
- Abnormal usage of the Service;

- Displaying or embedding content from the Service, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information regarding the Service's users, without their prior explicit consent;
- Abusing, harassing, threatening or intimidating other users of the Service;
- Linking to the Service from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Violating any applicable law;

YOU MAY NOT USE THE SERVICE FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW.

AGE RESTRICTION

If you are under the legal age of maturity in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to accept these Terms. By using the Service, you declare to us that you have obtained it. **If you are under the age of 13 you may not use the Service in any way.**

TERMINATION

Terminating your Retruster account. You may, at any time, request to terminate your user account by contacting us at info@retruster.com, with the subject line "Termination". Once we complete processing your request for termination, we will delete your account from our systems. However, be advised that following such termination, we will still have access to your Registration Information and information regarding your activities through the Service. You should also bear in mind that aggregated and analytical information will not be deleted as it is merged with other information.

Please note that merely uninstalling the Add-In or the Service won't delete your account and its details, including all the information maintained in it, which may still remain with us. We may temporarily or permanently limit, block your access to or terminate your user account, if we determine that you breached these Terms. Upon termination of these Terms or your account, for any reason, your right to use the Service is terminated and you must immediately cease using the Service; and we will not be liable to you for termination of access to the Service.

Operation of the Service. We may at any time discontinue or terminate the operation of the Service, its features, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you.

Changes

Changing the Service. We may, at any time and without prior notice change the layout, design, scope, features or availability of the Service.

Changing these Terms. We may revise these Terms, in whole or in part, at any time by putting you on notice of the amended Terms. Your continued use of the Service after the effective date of the amended Terms constitutes your consent to the amended Terms.

DISCLAIMER OF WARRANTY

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE “**STAFF**”) DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE EMAIL SERVICES AND THE SECURED EMAILS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARE, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE SERVICE FUNCTIONALITIES WILL MEET YOUR EXPECTATIONS; (4) THE EMAIL YOU GENERATE THROUGH THE SERVICE WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF THE USE OF THE SERVICE WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE, OR THE CONTENT SENT THROUGH THE SERVICE, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THESE TERMS, THE SERVICE, THE USE OF, OR THE INABILITY TO USE THE SERVICE OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, ERROR MADE BY OUR STAFF, OR FROM ANY COMMUNICATION THROUGH

THE SERVICE, OR FROM ANY DENIAL OR CANCELANION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR INFORMATION ON THE SERVICE INCLUDING THE SECURED EMAILS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AND AGGREGATED LIABILITY OF RETRUSTER AND ITS EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, FOR DIRECT DAMAGES ARISING FROM, OR IN CONNECTION, WITH THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO THE GREATER OF THE FEES THAT THE FEES YOU ACTUALLY PAID (IF ANY) TO RETRUSTER DURING THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE, OR FIFTY (50) US DOLLARS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE SERVICE, OR IF THROUGH YOUR USE OF THE SERVICE, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

SOME FEATURES OF THE SERVICE RELY ON INFORMATION ORIGINATING FROM EMAIL SERVICES. WE DISCLAIM ANY RESPONSIBILITY FOR SUCH INFORMATION'S ACCURACY OR RELIABILITY.

Indemnification

To the maximum extent permitted by law, you will indemnify and hold harmless at your own expense, us, our Staff and anyone acting on our behalf, from and against any damages, costs and expenses, resulting from any claim, allegation or demand, connected with your use of the Service, your breach of these Terms or infringement of any other person's rights.

Application Marketplace

Your use of the Service may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded the Service, such as iTunes for iOS, Google Play or Amazon App-store for Android, or Microsoft's App Store. Such third parties are not responsible for providing maintenance and support services with respect to the App.

The following terms apply if you downloaded an App from Apple's App Store. You and us agree and acknowledge as follows:

These Terms are concluded between yourself and us, and not with Apple Inc. ("**Apple**"). Apple is not responsible for the App. In the event of a conflict between these Terms and the App Store Terms of Service then the App Store Terms of Service will prevail, solely with respect to the conflicting provisions.

The license granted to you for the App is limited to a non-transferrable license to use the App on any iOS Products that you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired,

and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

You acknowledge that in the event of any third party claim that the App or your possession and use of the App infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You must comply with applicable third-party terms of agreement when using the App (e.g. you must not be in violation of your wireless data Services agreement when you use the App).

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Governing Law, jurisdiction

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be governed by the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws.

The competent courts in the Tel-Aviv district in Israel will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Service and its use. You hereby expressly consent to personal jurisdiction in Israel.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnity clause above, in any court adjudicating a third party claim against us.

General

Assignment. You may not assign or transfer your rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

Changes in ownership. In the event of M&A, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, including all of our rights,

performances, duties, liabilities and obligations contained herein, to a third party in which case the assignee assumes our stead and we are irrevocably released from all performances, duties, liabilities and obligations contained herein.

Severability. If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Interpretation. The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms. Whenever used in these Terms, the term “Including”, whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire agreement. These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers. No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Relationship. These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

CONTACT US

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to the Service or these Terms, at: info@retruster.com, or through our online contact form.

Effective Date: December 24, 2017