



## Business Wire Membership Terms and Conditions

### A. License, Acknowledgements and Warranties.

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### B. Payment Terms.

First usage must be paid in advance by credit card unless other prior arrangements are made. Payment terms thereafter are net due upon receipt And are to be made in US dollars or by conversion to New Israeli Shekels (NIS) based on Bank Hapoalim's exchange rate (high) for transfers and drafts, charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire and M.G.M. may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges. If Company's banking institution does not honor any payment to Business Wire and M.G.M. due to insufficient funds, Company agrees to pay Business Wire and M.G.M. a processing fee equivalent to US \$25.00 per incident.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire and M.G.M. or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

### C. Term.

Term of membership is one year from date of application with automatic annual no-cost renewal for as long as Company continues to use Business Wire and M.G.M. services, or until such time as either party notifies the other to terminate with or without cause. These Terms and Conditions, including any revisions, remain in effect for the duration of membership.

### D. Indemnity and Limitation of Liability.

Company will indemnify and hold harmless Business Wire and M.G.M. and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire and M.G.M. to transmit and distribute materials,

from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims alleging conduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including these Terms and Conditions.

BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

### E. Force Majeure.

If Business Wire and M.G.M. are prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire and M.G.M. shall not be liable for any resulting failure to provide services hereunder.

### F. Entire Agreement, Severability, Successors and Assigns.

The Membership Agreement, including these Terms and Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of the Membership Agreement, including these Terms and Conditions, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### G. Governing Law, Venue and Attorney Fees.

The Membership Agreement, including these Terms and Conditions, shall be governed by and construed in accordance with the laws of the state of Israel. Any dispute arising under or related in any way to this Agreement shall be adjudicated in a court of competent jurisdiction in Tel Aviv. In the event of litigation to enforce any provision of the Membership Agreement, including these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

### H. Change in Terms.

In the event of a change in these Terms and Conditions, Business Wire and M.G.M. shall provide written notice and allow Company 30 days to respond before the change takes effect. Rejection of new Terms and Conditions must be conveyed to Business Wire and M.G.M. in writing. Company's failure to respond in writing and/or its continued use of Business Wire and M.G.M. services after the 30-day notice period has expired shall constitute its acceptance of and agreement to such changes. Any changes to the Terms of Use at [www.BusinessWire.com](http://www.BusinessWire.com) shall become effective as set forth in Section F of those Terms of Use.

Initials \_\_\_\_\_

Authorized Company Representative



## Membership Application and Agreement



### 1. Company/Group Information

Organization responsible for payment

Company/Group:			
Address:			
City/Town:	State/Province:	Postal Code:	
Country:	Website:		
Telephone:	Fax:		
Client Contact:	Billing Contact:		
Client Email:	Billing Email:		
Industry:	Add'l Industry:		
Years in Business:	Years at Present Location:		
Ownership:	Other, specify:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership		
Is company listed?	Exchange:	Symbol:	ISIN:
<input type="checkbox"/> No <input type="checkbox"/> Yes			

### 2. Invoice/Payment Information

Rates, Invoices and Payments based on US Dollars

First usage must be paid in advance by credit card unless prior arrangements are made. Upon approval of your account, you will be contacted for your full credit card number.

<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> AmEx	<input type="checkbox"/> Diners	Exp. Date (MM/YYYY):		/				
Digits of Card:										

Cardholder's Billing Address, if different from above:	Address:			
	City/Town:	State/Province:	Postal Code:	

(Print/Type Name as it Appears on Card)

(Signature of Cardholder)

### 3. Submit

Complete, sign and fax both pages of application for review

By signing and completing this application, the signing party warrants that s/he is a duly authorized representative of the Company or Group ("Company Representative") and is empowered to enter into this Membership Agreement on behalf of the Company or Group. By signing and submitting this application, Company Representative further acknowledges receipt, understanding and agreement to the Business Wire Membership Terms and Conditions. Any exceptions and/or deviations from the Terms and Conditions must be approved in writing by Business Wire.

Signature of Authorized Company Representative

Printed Name

Title

Date

Please note that Business Wire Membership is subject to review and approval. Submission of this application does not constitute acceptance as a Business Wire member. Please fax completed form to nearest bureau and call to confirm receipt.