

TERMS AND CONDITIONS

[Last Amended: October, 2022]

These terms and conditions (“**Terms**”) are a legally binding agreement between Nano-X Imaging Ltd. (collectively with its affiliates and subsidiaries shall be referred to “**Nanox**” “**we,**” “**us,**” or “**our**”), and you, a user which access to or otherwise interact with our website, including any mini-site, landing page or other web-page operated by us.

ACCEPTANCE OF THE TERMS: BY ACCESSING, BROWSING OR OTHERWISE USING OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS.

1. THE WEBSITE

The website provides information and resources about our business, services, and other content related thereto, including without limitation, contact information, images, text, logos, button icons, videos, and other specialized content and features (collectively, the “**Content**”). In addition, the website provides you with means of communication which you can use to contact us, apply for a job, review instruction videos for our products, submit a support ticket and read Media releases, blogs, journal publications and international conferences related to our products, etc. (“**services**”). Any information processed through such channels shall be subject to our [Privacy Policy](#).

The website may include links to third party websites and resources that are not operated or owned by us (“**Third Party Content**”). Your interaction with such content not operated by Nanox is subject to your acknowledgment and adherent with such third party’s terms of use and other applicable policies (such as privacy policy). We have no control over such Third-Party Content nor we are obliged to monitor it, hence, your interaction with the Third-Party Content is at your own risk.

We reserve the right to change, modify, suspend, or discontinue any aspect of the services, Content or website at any time without notice to you and without any liability to you whatsoever in connection therewith.

THE CONTENT IS INTENDED SOLELY FOR INFORMATIONAL AND BUSINESS PURPOSES. THE CONTENT IS NOT, NOR SHALL IT BE TAKEN AS PROFESSIONAL SERVICES OR ADVICE. WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ANY ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT AVAILABLE ON THIS WEBSITE, WHICH ARE DONE AT YOUR OWN RESPONSIBILITY AND RISK. THE INFORMATION CONTAINED ON THIS SITE IS FOR GENERAL GUIDANCE ONLY.

2. REPRESENTATION, WARRANTIES & RESTRICTION OF USE

You hereby represent and warrant that: (i) you are eligible to enter into these Terms, or, where applicable, you have all proper authorization to enter into these Terms; (ii) you are not considered to be a “child,” “minor” or any other similar term, in your jurisdiction, and that you are not under the age of 16; and (iii)

to comply with all applicable laws regarding your access to the website, including any intellectual property law.

You further represent and warrant to not, and to authorize or encourage any third party to: (i) use the services, Content or website in a non-compliant, unlawful, illegal, fraudulent, inappropriate, or unauthorized manner (including that which would infringe upon the rights of a third party) or that is in breach of applicable law; (ii) circumvent, disable or otherwise interfere with security-related features of the services, Content or website or prevent others from using the services, Content or website; (iii) copy, modify, or create a derivative work of the services, Content or website, in whole or in part; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Nanox services, Content or website, in whole or in part; (v) remove, deface, obscure, or alter the services, Content or website therein including any copyright notices, trademarks, other proprietary rights or disclaimers provided as part of the services, Content or website; (vi) create a database by systematically downloading and storing all or any Content from the Service; (vii) create a database by systematically downloading and storing all or any Content from the Service; (viii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Nanox services, Content or website to a third party; and (ix) use, access or attempt to access the services, Content or website with any automated means (including robots, scrapers, etc.).

3. INTELLECTUAL PROPERTY

The services, Content, or website are exclusively owned by Nanox or by third party licensors (e.g., service providers). Except as explicitly provided herein, no license, right, title, or interest to the website or the Content shall be granted to you, and we or our partners reserve any and all rights, title, and ownership to the website and the Content. You shall not use any of Nanox's copyrights, trademarks, trade names, logo, or other Intellectual Property in any way except to the limited extent as may be expressly agreed in these Terms or subject to our prior written consent.

4. DISCLAIMER OF WARRANTIES

Except as provided herein, the services, Content, or website are provided on an "as is" and "as available" basis, without warranties of any kind, express or implied, including, without limitation, representations, warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or from a course of dealing or usage of trade, marketability, suitability, incompleteness, applicability or relevance of the Content. You agree that Nanox will not be held responsible for any decision made or action taken or not taken in reliance on the Content nor do we assume any responsibility for any loss, injury or damages incurred as a result or in connection with such actions. We make no representation or warranties that the services, Content or website are or will be available for use in any particular location or at any specific time. Except as expressly stated herein, Nanox does not make any representations, warranties or conditions of any kind, express or implied, as to the security of any information you may provide or activities you engage in during the course of your use of the services, Content or website. Your use of the services, Content or website is at your own risk and

responsibility. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

5. LIMITATION OF LIABILITIES

YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, NANOX, INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY “**NANOX GROUP**”), AS WELL AS ITS VENDORS, DISTRIBUTORS, AND THIRD PARTY LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS, INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE, OR MALFUNCTION, OR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, CONTENT OR WEBSITE, EVEN IF NANOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN THE PERFORMANCE OF ANY OF OUR OBLIGATIONS HEREIN THAT ARE CAUSED BY AN EVENT BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NANOX GROUP FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNT PAID BY YOU TO NANOX.

6. INDEMNIFICATION

You agree to defend, indemnify and hold the Nanox Group harmless from any third party claims, damages, liabilities and expenses (including reasonable attorney’s fees) arising from (i) your use of the services, Content or website that does not comply with these Terms, including your negligence and any wrongful act; (ii) your abuse or infringement of third party rights through the services, Content or website; and (iii) your breach of any applicable law, regulation and policies. This indemnification obligation will survive the termination or expiration of these Terms and the termination of your use of the services, Content or website.

7. TERMINATION

You can terminate these Terms at any time by ceasing your use of the services, Content or website. We may terminate these Terms at any time, with or without cause, effective immediately.

8. JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of Israel without giving rise to any conflict of law principals therein. You hereby agree to resolve any dispute you have exclusively in the competent courts of Tel-Aviv, Israel.

9. MISCELLANEOUS

These Terms constitute the entire understanding between you and Nanox with respect to the use of the services, Content or website. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. Failure of Nanox to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed as a waiver of such rights or of subsequent actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without the prior written consent of Nanox. Your relationship with Nanox is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship.

10. AMENDMENTS TO THE TERMS

We reserve the right to periodically amend or revise the Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. The last revision date will be reflected in the "Last Amended" header above. Your continued use of the services, Content or website following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. We will make best efforts to provide you with written notification by applicable means of communication, in the event of any material changes to these Terms.

11. CONTACT US

If you have any questions about these Terms, please contact us at:

- Nano-X Imaging Ltd., registration number 515942076
- Address: 94 Em Hamoshavot Rd. Petah Tikva, 4970602, Israel.
- Email Address: dpo@nanox.vision