

Terms of Use

Last Revised: August 2018

The following terms and conditions (these "Terms") govern your use of this site owned and operated by Nova Measuring Instruments Ltd. ("Nova"). By using this site, downloading any materials from it or using any services provided you agree that you have read and understood these terms and conditions and you agree to be bound by them, and to comply with all applicable laws and regulations regarding use of this site. If you do not agree to these terms and conditions, please do not use this site.

The site may not be available at all times or in all areas. Nova may permit you to register for services, and/or deny service to you, at any time and in its sole discretion.

Nova reserves the right to, at any time, modify or discontinue, temporarily or permanently, this site (or any part thereof) without notice.

All new features made available through this site that were not made available as of the "Last Revised" date above, shall automatically become subject to these terms and conditions.

You agree that Nova shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this site, or of any Materials (as defined below). Your continued use of this site after ANY such changes will indicate your acceptance of such changes.

Restrictions on Use

Nova provides users of the site with access to certain content concerning Nova and its products and services, including descriptions, contact information, links, other specialized content, documentation, data, material and related graphics and other features and services (collectively, "Materials"). The Materials are protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties. Nova and its licensors retain all title to copyright in the Materials, and nothing on this site shall be construed as conferring any license under any intellectual property rights, whether by estoppel, implication or otherwise. Except as stated in these terms and conditions, you may not reproduce, edit, modify, display, distribute or make any other use of the Materials, in any form or by any means without Nova's prior written consent.

Nova grants you permission to download the Materials posted on this site solely for informational use, provided that you do not modify such Materials and provided further that you retain all copyright and proprietary notices as they appear in such Materials.

Rules of Conduct

Nova expects users of this site to respect the rights and dignity of others, and your use thereof is conditioned on your compliance with the following rules of conduct. You will not: (i) Use this site for any fraudulent or unlawful purpose; (ii) Interfere with or violate any other site visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of this site without their express consent; (iii) Impersonate any person or entity, including, but not limited to, any Nova agent or representative; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make, without our prior written consent; (iv) Transmit or otherwise make available in connection with this site any virus, worm, Trojan Horse, time bomb, web bug, "spyware," or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (v) Interfere with or disrupt the operation of this site, or the servers or networks that host this site or make this site available; or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vi) Restrict or inhibit any other person from using this site, including by means of hacking or defacing any portion of this site; (vii) Sell, license, or exploit for any commercial purposes any use of or access to the Materials, Nova services or this site; (viii) Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Materials or this site; (ix) Frame or mirror any part of this site without Nova's prior express written authorization; (x) Use any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, data-mine; or (xi) Create a database by systematically downloading and storing all or any of the Materials from this site.

Privacy Policy

Nova respects your privacy and is committed to protect the personal information that you share with us. We believe our online users have a right to know our practices regarding the information we may collect when you visit our site and what type of information is collected.

Nova takes great care in maintaining the security of any individually identifiable information such as your email address, name, company name, telephone, region and type of business ("User Information"), and in preventing unauthorized access to it through the use of appropriate technology and internal procedures. However, Nova does not guarantee that unauthorized access will never occur. Use of this Site is subject to the terms of our [Privacy Policy](#), which is hereby incorporated into and made part of these Terms. Please carefully review our Privacy Policy. By using this site, you agree to be bound by the terms of our Privacy Policy.

Warranties and Disclaimers

Nova intends that the Materials contained on this site be accurate and reliable. These Materials may, however, contain technical inaccuracies, typographical errors or other mistakes. Nova may make corrections or other changes to these Materials at any time. Nova reserves the right to make corrections, modifications, enhancements, improvements and other changes to its products, programs and services at any time or to discontinue any products, programs, or services without notice.

THIS SITE AND THE MATERIALS ARE PROVIDED "AS IS". YOU ACKNOWLEDGE THAT YOU WILL EXERCISE YOUR OWN INDEPENDENT ANALYSIS AND JUDGMENT IN YOUR USE OF THESE MATERIALS. NOVA ASSUMES NO LIABILITY FOR YOUR USE OF THESE MATERIALS. USE OF THE INFORMATION PROVIDED ON THIS SITE MAY REQUIRE A LICENSE FROM NOVA OR A THIRD PARTY UNDER THE PATENTS OR OTHER INTELLECTUAL PROPERTY OF NOVA OR THAT THIRD PARTY.

IN ANY EVENT, ANY PRODUCT OR SERVICE PURCHASED OR LEASED FROM NOVA OR ITS DISTRIBUTORS IS SUBJECT TO NOVA'S TERMS AND CONDITIONS OF SALE OR LEASE (AS APPLICABLE), WHICH SHOULD BE REVIEWED CAREFULLY BEFORE PLACING ANY ORDER TO PURCHASE OR LEASE SUCH PRODUCT OR SERVICE, AND THE MATERIALS PROVIDED IN THIS SITE DO NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION ABOUT THE SUITABILITY OF NOVA'S PRODUCTS AND SERVICES OR THESE MATERIALS FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

Limitation of Liability

IN NO EVENT SHALL NOVA OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM USE OF THIS SITE OR ARISING OUT OF THE USE OR PERFORMANCE OF THE MATERIALS AVAILABLE ON THIS SITE, REGARDLESS OF WHETHER NOVA OR AN AUTHORIZED NOVA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Specific Notice Regarding Links to Third Party Sites

Certain links provided herein permit you to leave this site and enter other, non-Nova sites. These linked sites are not under Nova's control. Nova is not responsible for the contents of any linked site or any changes or updates to such sites. Nova is providing these links to you only as a convenience. The inclusion of any link does not imply endorsement by Nova of any linked site.

NOVA'S PUBLICATION OF INFORMATION REGARDING THIRD-PARTY PRODUCTS OR SERVICES DOES NOT CONSTITUTE AN ENDORSEMENT REGARDING THE SUITABILITY OF SUCH PRODUCTS OR SERVICES OR A WARRANTY, REPRESENTATION OR ENDORSEMENT OF SUCH PRODUCTS OR SERVICES, EITHER ALONE OR IN COMBINATION WITH ANY NOVA PRODUCT OR SERVICE.

If you would like to link to Nova's web site, please contact us at: info@novami.com

Intellectual Property

This site and the Materials, including Nova's technology and products, including without limitation, the proprietary algorithms and methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features, software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, "Intellectual Property"), are fully owned or licensed to the Company and subject to patents, copyright and other applicable intellectual property rights under United States laws, foreign laws and international conventions. Notwithstanding the above, certain content made available or displayed in this site, including without limitation, graphics, photos, sounds, music, videos, interactive features, software (including "widgets"), scripts, interface, trademarks, service marks and logos may be owned by third parties (e.g. content contained in posts from external sites such as RSS feeds).

You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property or the Materials.

Trademarks

The trademarks, service marks and logos used and displayed on this site are registered and unregistered trademarks and service marks of Nova and others. You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any Nova trademark, service mark or logo used or displayed on the site without the prior express written permission of Nova.

Representations and Warranties; Indemnity

You represent and warrant that you will comply with all applicable laws in connection with your use of this site and any services provided hereunder. You agree to defend, indemnify, and hold harmless Nova and its directors, officers, shareholders, licensors, employees, agents, and representatives, from and against all claims, losses, costs, damages, liabilities, and expenses (including but not limited to attorneys fees) arising out of: (a) your activities in connection with this site or services provided hereunder; (b) any violation of these terms and conditions by you; or (c) any allegation that anything you transmit through or in connection with this site infringes or otherwise violates the copyright, trademark, trade secret, privacy, or other rights of any third party.

Termination

You agree that Nova, in its sole discretion, may terminate your use of this site or any part thereof, at any time and for any reason, including, without limitation, if Nova believes that you have violated or acted inconsistently with the letter or spirit of these terms and conditions. You agree that any termination of your access to this site and/or the services under any provision of these terms and conditions may be effected without prior notice. Upon termination of these terms and conditions, your right to use this site will immediately cease. Nova shall not be liable to you or any third party for any termination of your access to this site or any part thereof.

General

These terms and conditions do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this site or use of this site will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served in a manner authorized by applicable law or court rule. If any provision of these terms and conditions is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these terms and conditions without Nova's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, are the entire terms and conditions between you and Nova relating to the subject matter herein and supersedes any and all prior or

contemporaneous written or oral agreements or understandings between you and Nova. Notices to you may be made via either email or regular mail regarding the subject matter. This site may also provide notices of changes to these terms and conditions or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Forward-Looking and Cautionary Statements

Except for historical information and discussions, statements set forth throughout this web site may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 or other applicable laws. These statements involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially, as discussed in the company's filings with the U.S. Securities and Exchange Commission. See the "SEC filings" tab under "Investors" on this Web site for copies of such filings.

Contact Information

All requests for further information should be directed to: info@novami.com