

## **Terms and Conditions of Use and Privacy Policy**

This Web site is owned and operated by Jazz Technologies, Inc. ("Jazz"), The following terms and conditions ("Terms and Conditions") govern your use of our Web site located at URL [www.jazztechnologies.com](http://www.jazztechnologies.com) and the services offered on the site (our "Site"). Please read the following Terms and Conditions carefully.

By using our Site, you acknowledge that you have read and understand and you agree to abide by and be legally bound by these Terms and Conditions and agree to comply with all applicable laws and regulations including without limitation those governing export and re-export controls of the United States and the country in which you reside, and laws, regulations and rules regarding online conduct and/or acceptable content with regard to any posting or submissions you make. We reserve the right to change these Terms and Conditions at any time, effective immediately upon posting on our Site. If you do not agree to these Terms, do not use this site.

These Terms and Conditions may cover services or features that are temporarily unavailable or that we expect to add in the near future. Some services or features may be governed by additional terms or terms that vary from these Terms and Conditions We will post on our Site additional or different terms and encourage you to read them carefully.

### **Trademarks**

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### **Copyrights**

Unless otherwise specified, all materials appearing on our Site, including the text, site design, graphics, logos, icons and images, audio and video clips, as well as the selection, assembly and arrangement thereof, all software and all proprietary rights therein are owned by or licensed to Jazz and are protected by U.S. and international copyright laws. All other copyrighted materials are the property of their respective owners.

You may view, download, print and retain a copy of pages of our Site provided that (1) your use of such information from our Site is for your informational, personal and non-commercial use only, (2) you do not copy, transfer or transmit such information to another person or entity, post it on any network computer or broadcast it in any media, (3) any copy of this information which you make retains all legal notices, copyright and other proprietary notices contained therein, and (4) you make no modifications of such information.

Except as expressly provided above, you may not use, download, upload, copy, print, display, perform, reproduce, republish, license, post, transmit or distribute any information from our Site in whole or in part without our prior written permission. If you wish to obtain permission to reprint or reproduce any materials appearing on our Site you may contact us at [info@jazzsemi.com](mailto:info@jazzsemi.com). All rights not expressly granted herein are reserved.

### **Copyright Infringement**

We respect the intellectual property rights of others and expect all of our partners and users of our Site to do the same. If you believe that your copyrighted work appears on our Site in a manner that infringes your copyright, you may notify us as explained below. Upon our designated agent's receipt of a notice satisfying the requirements specified below, we will remove or block access to the allegedly infringing material. If the person or entity providing the allegedly infringing material believes in good faith that the notice of copyright infringement is invalid or has been wrongly filed, the provider of the material may submit a counternotice to us asking us to restore the removed or blocked material.

If you believe that your copyrighted work has been infringed, or if a notice of copyright infringement is filed against you, you should seek legal counsel. Please be advised that persons who falsely allege copyright infringement, or make false allegations in a counternotice filed in response to a notice of copyright infringement, may be liable for damages including attorneys' fees incurred as a result of the removal or blocking of the material.

You may file a notice of claimed infringement with our designated agent as follows:

Jazz Semiconductor  
4321 Jamboree Road  
Newport Beach, CA 92660-3007  
Attn: Carolyn Follis  
Fax: (949) 435-8060  
Email: [carolyn.follis@jazzsemi.com](mailto:carolyn.follis@jazzsemi.com)

The notice of claimed infringement must include the following information:

1. The physical or electronic signature of the copyright owner or a person authorized to act on behalf of the copyright owner.
2. A description of the copyrighted work you claim has been infringed and identification of where the original or authorized copy of the infringed work can be found.
3. Information reasonably sufficient to permit us to locate the infringing material, such as the URL and location within a page.
4. Your contact information including address, telephone number and e-mail address.
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or by law.
6. A statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or are a person authorized to act on behalf of the copyright owner.

## **Communications With Us**

We welcome your comments and suggestions about our products, services and Site which you submit to us through our Site, however we do not want to receive confidential or proprietary information from you through our Web site. All unsolicited product or service suggestions, ideas, concepts, know-how or techniques submitted to us will be deemed **not** to be confidential, and will be deemed to be our property in the same manner as "User Content" described in the next section of these Terms and Conditions.

## **User Contributions to Our Site**

All content contributed to or communications made to third parties through our Site are referred to in these Terms and Conditions as "User Content." Unless otherwise specified by us in writing, all

User Content transmitted to our Site or through services offered on our Site will be deemed non-confidential and non-proprietary. By sending User Content to us or through our services, you agree that you are assigning to us, on a worldwide basis without restriction and without payment of any compensation to you, all of your right, title and interest to the User Content (including without limitation all copyrights and other intellectual property rights relating to the User Content).

We are not liable for any loss of data resulting from the operation of our Site or the enforcement of these Terms and Conditions. We will not return any User Content submitted to us or through our Site. We urge you to maintain your own back-up copy of any User Content you submit to our Site.

### **Prohibited Content**

You may not place in e-mail accessed through our Site any content that:

- Is patently offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Is or could be harmful to minors, involves or portrays people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- Harasses or advocates harassment of another person;
- Involves the transmission of junk mail, chain letters or unsolicited mass mailing ("spamming") or otherwise involves sending unsolicited and/or unauthorized e-mail to third parties;
- Promotes illegal activities or conduct or contains instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Infringes on any patent, trademark, trade secret, copyright, right of publicity or other proprietary right of any party or promotes an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, or providing information to circumvent manufacturer-installed copy-protect devices;
- Contains restricted or password-protected pages, or hidden pages or images (those not linked to or from another accessible page);
- Contains sexually explicit or pornographic material of any kind or information that is false or misleading, abusive, threatening, obscene, defamatory or libelous;
- Contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- Solicits passwords or personal identifying information from other users for commercial or unlawful purposes;
- Engages in commercial activities and/or sales, such as contests, sweepstakes, barter, advertising or pyramid schemes, without our prior written consent;
- Impersonates any person or entity, including any employee or representative of us.

### **Third Party Content**

Certain content from third party vendors may be made available as part of our Site. This content is believed to be reliable, but we do not endorse or guarantee the accuracy or completeness of this content.

## **Links and Search Results**

Our Site may contain links to other sites or automatically produce search results that refer or link to other sites. Clicking on such a link to a third party site will cause you to leave our Site. We do not control or endorse the linked third party sites and are not responsible for the contents of any linked third party site, any link contained in a linked third party site, or any changes or updates to such third party sites. We do not guarantee, represent or warrant that the content of these sites is accurate, legal, inoffensive, or free from viruses or other features that may adversely affect your computer. These links are provided to you only as a convenience. By using our Site to search for or link to another site, you agree and understand that you may not make any claim against us for any resulting damages or losses. However, if you have a problem with a link from our Site, please notify us at [info@jazzsemi.com](mailto:info@jazzsemi.com).

## **Violation of the Terms and Conditions**

By using our Site, you understand and agree that we, at our sole discretion and without prior notice, may terminate your access to our Site, to your account on our Site and to any e-mail services offered on our Site, in our sole discretion for any or no reason, or if we believe that any content you provide violates or is inconsistent with these Terms and Conditions or their intent, that your conduct is disruptive, or that you have violated the law, our rights or the rights of another user.

## **Compliance With Laws**

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our Site and your use of the services we offer through our Site. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities.

## **Forward-Looking Statements**

Some of the information on our Site may contain projections or other forward-looking statements regarding future events or our future financial performance. We caution you that these statements are only predictions and that actual results may differ materially from the results anticipated in the forward-looking statements. We refer you our most recent Form 10-K and Form 10-Q we have filed with the Securities and Exchange Commission for important factors that could cause the actual results to differ materially from those contained in our forward-looking statements, including, among others, the risks and uncertainties associated with: the cyclical nature of the semiconductor industry and the markets addressed by our products and our customers' products; demand for and market acceptance of new and existing products; successful development of new products; the timing of new product introductions; the successful integration of acquisitions; the availability of manufacturing capacity and raw materials; pricing pressures and other competitive factors; changes in our product mix; fluctuations in manufacturing yields; product obsolescence; our ability to develop and implement new technologies and to obtain protection of the related intellectual property; the successful implementation of our expense reduction and restructuring initiatives; our ability to attract and retain qualified personnel; the safety and security of our employees and of our facilities; and the uncertainties of litigation. All forward-looking statements are made only as of the date of their publication, and we undertake no obligation to update or

revise the forward-looking statements, whether as a result of new information, future events or otherwise.

## **Disclaimers**

WHILE WE ENDEAVOR TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION, THE DIRECTORIES AND INFORMATION CONTAINED IN OUR SITE MAY, AT TIMES, CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY BE CHANGED OR UPDATED WITHOUT NOTICE. WE ARE UNDER NO OBLIGATION TO UPDATE ANY INFORMATION ON OUR SITE. WE CANNOT GUARANTEE THAT THE CONTENT OR OTHER INFORMATION PROVIDED THROUGH OUR SITE WILL BE ACCURATE OR UP-TO-DATE OR THAT THE PROCEDURE FOR OBTAINING SERVICES, OR THE SERVICES THEMSELVES, SUCH AS ORDER STATUS OR SHIPMENT STATUS, WILL OPERATE CORRECTLY. IN THE EVENT ANY SERVICE IS NOT ACTUALLY AVAILABLE OR IS NOT FUNCTIONING PROPERLY DUE TO INCORRECT SUPPLIER INFORMATION, TYPOGRAPHICAL ERROR, OR OTHERWISE, WE SHALL HAVE THE RIGHT TO REFUSE TO PROVIDE SUCH SERVICES OR CANCEL ORDERS PLACED FOR SUCH SERVICES. INFORMATION ON SERVICE AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE.

OUR SITE AND THE CONTENT ON OUR SITE ARE PROVIDED BY US ON AN "AS-IS" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE OPERATION OF OUR SITE, AND THE INFORMATION, CONTENT, SERVICES OR MATERIALS INCLUDED OR OFFERED ON OUR SITE.

IN ADDITION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE SERVICES OFFERED THROUGH OUR SITE OR USED IN CONJUNCTION WITH OUR SITE AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES.

## **Limitation Of Liability**

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY DAMAGES OF ANY KIND RELATING TO THE USE OF OUR SITE OR THE SERVICES OFFERED AS PART OF OUR SITE, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

## **Applicable Law**

You agree that any legal action brought against us shall be governed by the laws of the State of California, without regard to conflict of law principles, the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made on our Site shall be an appropriate federal or state court located in Orange County, California. We make no representations that the content in our Site is appropriate for access outside the United States. Those who choose to access our Site from outside the United States do so on their own initiative and are responsible for compliance with local laws. If any provision

within the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and all remaining provisions shall be enforced

## **Indemnity**

By using our Site, you agree to indemnify and hold us, our subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Site, including providing a link to another site or uploading any content to our Site.

## **Privacy Policy**

We recognize the importance many users of the internet place on privacy and security. We also feel it is important that you fully understand the terms and conditions under which we use the information we gather from you through your use of our Site. Please read this Privacy Policy carefully to understand how we will use and protect information that we gather from you. Changes to this Policy will be posted on our Site so please check back periodically.

### **1. What information do we collect from you?**

Our Site collects two types of information about its visitors: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient and customized experience while using our Site.

**Personally Identifiable Information:** This refers to information that lets us know the specifics of who you are. Personal Identifiable Information may be requested, for example, when you register for E-mail Alerts for investor information, request to receive an Investor Kit, or sit in on a Jazz Quarterly Financial Report via live Webcast. This information might include your name, mailing address, telephone number, e-mail address, or account information, product or service details, and other identification and contact information. With this information we can better provide you with personalized services. We may also gather any Personally Identifiable Information that you voluntarily disclose to us, for instance, when you e-mail us, contact our customer service representatives or otherwise send us feedback. For a few services, we may collect your Personally Identifiable Information on behalf of other service providers and share it with them. For example, in order to provide you with live Webcasting of our quarterly financial reports, we may ask you to provide and share that information with our third party Webcasting service provider.

**Non-Personally Identifiable Information:** This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon what pages of our Site you visit in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL") that you just came from, which URL you next go to, what browser you are using, and your Internet Protocol ("IP") address. A URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web, allowing Web servers to locate and identify your

computer. Computers require IP addresses in order for users to communicate on the Internet, browse and conduct transactions.

## **2. Where do we collect information from you and how do we use it?**

We may also share your Personally Identifiable Information with third parties as explained later in this Policy.

We gather information in the following ways:

**E-mail Alerts:** We may from time to time offer free e-mail alerts regarding Jazz investor information as a service to participating visitors. To receive such e-mail alerts, you must give us your e-mail address which we forward to our third party service provider that will provide you with e-mail alerts. You will receive e-mails periodically updating you regarding our financial background and relevant information for potential and current investors. To stop receiving our e-mail alerts, send an e-mail to us at [info@jazzsemi.com](mailto:info@jazzsemi.com).

**Investor Kits:** We offer free investor kits to help inform potential investors of opportunities to invest in us and information regarding how the process works. To receive an investor kit, you must give us your e-mail address, name, institution, title, telephone, and mailing address that we will forward to our third party service provider that will provide you with an investor kit.

**Webcasting of Quarterly Financial Reports:** When generally available to the public, we will offer you the opportunity to sit in on our quarterly financial reports via live Webcasting. To attend a Webcast, you must give us information that we will forward to our third party Webcasting service provider that will connect you to the live Webcast.

**Contact Information and Third Party Data:** If you contact us by telephone, e-mail or letter, whether to obtain information about a product, to submit a resume for employment, or for any other reason, we may keep a record of your correspondence or comments. If you report a problem with our Site, we may collect such information in a file specific to you. If you contact us through our feedback area or by calling one of our customer service representatives, we ask for your name and e-mail address in order to send you a reply. If other users or third parties send us correspondence about your activities on our Site, we may keep the information in a file specific to you. This information will not be turned over to any third parties unless we (i) determine it is reasonably necessary to enforce or apply our Terms and Conditions of Use or to protect the rights, property and safety of our users, others or ourselves, or (ii) is required by law enforcement or judicial authorities to do so.

## **3. Who is collecting your information?**

Except as otherwise expressly discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. We encourage you to ask questions and to be very cautious before you disclose your Personally Identifiable Information to third parties.

**Third Party Service Providers:** We use third party service providers to provide you with services such as E-mail Alerts, Investor Kits and Webcasting of Quarterly Financial Reports. Those third party providers will have access to your Personally Identifiable Information, but only for the purpose of providing their relevant services to you. Your Personally Identifiable Information will not be used for any other purpose.

**Links and Banner Ads to Third-Party Sites:** Please be aware that our Site may contain links to other sites on the Internet that are owned and operated by third parties. The information practices of those Web sites linking from or to our Site are not covered by this Policy. These other sites may send their own cookies to users, collect data, or solicit personal information. Additionally, other companies which place advertising on our Site may collect information about you through the use of cookies when you view or click on their advertising. We cannot control this collection of information. You should contact advertisers directly if you have any questions about their use of the information that they collect.

#### **4. With whom do we share your information?**

**Third Party Service Providers:** We will disclose your Personally Identifiable Information to third parties to provide you with services that you request, for instance, delivery of E-mail Alerts and Investor Kits and Webcasting of Quarterly Financial Reports.

**Judicial or Law Enforcement Authorities:** Occasionally we may be required by regulatory, law enforcement or judicial authorities to provide Personally Identifiable Information to those authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a regulatory or law enforcement investigation. We fully cooperate with regulatory and law enforcement agencies in identifying those who use our Site or services for illegal activities. We reserve the right to report to regulatory or law enforcement agencies any activities that we in good faith believe to be unlawful.

**Merger and Acquisitions Partners:** We may disclose or transfer all or part of the Personally Identifiable Information we collect to a third party in connection with a merger, sale or other similar transaction between us and another entity.

#### **5. How can you update or correct your Personally Identifiable Information?**

If we provide you the ability to register with our site, to setup an account or to receive services that you request, during the online registration process you can review, change, or delete the information that you have submitted. We encourage you to promptly update your information if it changes. You may ask to have Personally Identifiable Information on your account deleted or removed; however, because we keep track of past transactions and interactions, you may not be able to delete information associated with past transactions or interactions. Also, as a security measure we “back up” the data stored on our systems, and such prior information cannot be completely removed from our databases. As a result, you should not expect that all of your Personally Identifiable Information will be completely removed from our backed-up databases.

#### **6. What are your choices regarding collection, use and distribution of your information?**

We may from time to time send you e-mail or other communications regarding current promotions, specials and new additions to our Site. You may “opt-out,” or unsubscribe from our newsletters by following the unsubscribe instructions in any e-mail you receive from us. After doing so, you will not receive future communications or mailings unless you “opt in” again or register for a new account.

#### **7. What security precautions are in place to protect against the loss, misuse or alteration of your information?**

We employ industry-recognized information technology to protect the security of the Personally Identifiable Information we solicit from you. Our secure servers protect this information using password protection and advanced encryption, and we may use firewall technology for additional protection. Furthermore, all of the Personally Identifiable Information we collect is protected against unauthorized access by physical security means.

We also encourage our partners and service providers to adopt and follow responsible privacy policies.

## **8. What are “cookies?”**

A cookie is a small data text file, which a Web site stores on your computer’s hard drive (if your Web browser permits) that can later be retrieved to identify you when you return to the same site. Cookies were designed to help a Web site recognize a user’s browser as a visitor and thus save and remember any preferences that may have been set while the user was browsing the site. A cookie is not intended to be read by a Web site other than the one that set the cookie. Cookies can securely store your password, personalize home pages, identify which parts of a site you have visited or keep track of your selections. A cookie cannot retrieve any other data from your hard drive, pass on a computer virus, or capture your e-mail address. We use cookies in a limited fashion. When you use our Site we may store “cookies” on your computer for navigational purposes only. We use cookies only during each visit by you to our Site, and we do not make use of cookies after a session ends. These cookies allow us to track where you have been on our Site during your visit so that we may provide you appropriate and updated information. We do not track what Web sites you have been to or go to after you leave our Site.

## **9. Does this Privacy Policy cover third party sites accessible from our Site?**

Our Site may contain links to other sites on the Internet that are owned and operated by third parties. Other sites accessible through our Site have their own privacy policies and data collection, use and disclosure practices. Please consult each site’s privacy policy. We are not responsible for the policies or practices of third parties. The information practices of those Web sites linked to our Site are not covered by this Privacy Policy. These other sites may send their own cookies to users, collect data or solicit personal information. Any other companies which place links on our Site, which may be in the form of advertisements or otherwise, may collect information about you when you view or click on such links through the use of cookies. We cannot control this collection of information. You should contact these sites directly if you have any questions about their use of the information that they collect.

## **10. Who do I contact about my privacy questions or concerns?**

If you have any questions about this Privacy Policy, the practices of our Site, or your dealings with our Site, please contact us by sending a letter to:

Carolyn Follis, General Counsel  
Jazz Semiconductor  
4321 Jamboree Road  
Newport Beach, CA 92660-3007.

You may also contact us by sending an e-mail to [info@jazzsemi.com](mailto:info@jazzsemi.com).

## **11. How will I know if this Privacy Policy changes?**

This Privacy Policy was last changed on the date stated below the heading "Privacy Policy." If we make changes to any terms or conditions of our Privacy Policy, the changes will be posted in this document so that you will always know what information we gather, how we might use that information and to whom we will disclose it. Any change, modification, addition or removal of portions of this Policy will be announced on our Site at least ten days before it is implemented. Please be sure to check this page before proceeding to use our Site.

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