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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

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. 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

You may lose your access to our Site and be held liable for any illegal or prohibited content you provide to our Site including infringing, defamatory or offensive materials. If you discover material of this nature on our Site, please notify us at info@jazzsemi.com.

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 on our Site or 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.

Accounts

You agree that you will not misuse or abuse account access and passwords. You agree that only you will use your password and that you will take all reasonable precautions to protect its secrecy. If you have established an account and password on behalf of an organization, and several employees or agents of the organization will be using the same account and password on our Site, the organization agrees that it will take all reasonable precautions to protect the account including, without limitation, restricting the password to the smallest possible group and changing the password on a regular basis and when persons with access to the password no longer require access.

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, and may remove any content you have provided 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.

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Designated Nationals” or the U.S. Commerce Department’s or State Department’s “Table of Denial Orders.” You represent and warrant that you shall not allow access to such software to any user located in, under the control of, or a national or resident of any such country or on any such list. You agree to indemnify and hold harmless and defend us against any and all liability arising from or relating to your breach of this paragraph.

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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 is requested when you register for E-mail Alerts for subscriptions to manuals, espects, procedures, use our Order Status services, our Shipment Status services, our Account Information services or our Product Return service and may be requested from time to time in connection with other services that you request. This information might include your name, e-mail address, citizenship, 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.

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?

Our primary goal in collecting information is to provide our visitors with a superior customized online experience. We may perform statistical analyses of aggregate visitor behavior. This allows us to measure relative visitor interest in the various areas of our Site for product and services development purposes. Any information we collect is used for our own internal purposes to improve the content of our Site, to enhance users' experiences when visiting our Site, to customize the content and/or layout of our pages, and to provide the services required by an individual visitor.

We gather information in the following ways:

Order Status, Shipment Status, Account Information and Product Returns: On our Site we offer you the opportunity to confirm the correctness and expected delivery date of your product orders, as well as track the shipment of those products through our Order Status and Shipment Status services. You may also confirm that your account information is correct through our Account Information service. In order to use any of our Order Status, Shipment Status, or Account you must register with us to obtain a user name and a password for your account. To register you must give us your name, e-mail address and citizenship. You cannot access these services without first registering. You may revoke your registration for any of these services by sending a Help Ticket explaining that you no longer wish to be registered.

IP Addresses:

Contact Information and Third Party Data: If you contact us by telephone, e-mail, ebizz helpticket or letter, whether to obtain information about a product process, 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.

1. 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.

2. With whom do we share your information?

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.

3. 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.

4. 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.

5. 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.

6. 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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