

TERMS OF USE

Welcome to the IDC Legal Clinic for Startups.

The website located at www.legalstart.idc.ac.il (the “Site”) is a copyrighted work belonging to the IDC Legal Clinic for Startups (the “Clinic”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

IMPORTANT NOTICE: THE INFORMATION PRESENTED IN THE WEBSITE IS NOT LEGAL ADVICE, IS NOT TO BE ACTED ON AS SUCH, MAY NOT BE CURRENT AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE SITE AND/OR THE CLINIC WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM YOUR USE OF THE SITE OR OUR SERVICES.
YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THESE TERMS IF YOU ARE UNDER 18 YEARS OLD.

1. AGREEMENT TO TERMS OF USE

- 1.1. These Terms of Use (these “Terms”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms, the [Privacy Policy](#), and any law or regulation that applies to the use of the Site. If you do not agree with all of the provisions of these Terms, please do not access and/or use the Site.

2. ACCESS TO THE SITE

- 2.1. **License.** Subject to these Terms, the Clinic grants you a non-transferable, nonexclusive, revocable, limited license to use and access the Site solely for your own personal noncommercial (unless stated otherwise) use. The Site’s Content does not grant you any rights other than those detailed in this agreement.
- 2.2. **Modification.** Clinic reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Clinic and/or any of its’ partners will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.
- 2.3. **No Support or Maintenance.** Although we will try our best, there is always a possibility that some information you provide to the Site could get lost due to data corruption, hardware failure, network issues, problems with hosting, actions by third parties or other technical reasons. Similarly, it is possible that some of the services could become unavailable or slow at times. You agree not to hold the Clinic liable or responsible for any interruption of service or loss of data, and you acknowledge that the Site made you no guarantees about service availability or data durability.
- 2.4. **Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents,

trademarks, and trade secrets, in the Site and its content are owned by Clinic and/or the Clinic's suppliers and/or partners. Neither these Terms (nor your access to the Site) transfer to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Clinic and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.5. **Liability of Clinic.** Clinic will not be responsible for the availability, credibility and/or accuracy of the content, notably the legal and business documents available for download. Any reliance on the Site and/or its content is done at your own responsibility and the Clinic will not be liable for any damages – direct or indirect - due to said use.

2.6. **Documents for Download**

- (a) The Site may offer the option to download documents of a business or legal nature. Some documents may be downloaded for a fee, others are free. The Clinic grants you a limited, non-exclusive, non-transferable license to use the documents for your personal or business needs, not including reproduction, copying or reselling this license and/or the documents. For the removal doubt, 'business needs' shall mean only the needs of your business – a business that does not include the sale of such documents.
- (b) Some of the documents and/or services may be subject to licenses or additional conditions of third parties. In such cases, this will be noted before downloading the document and you will be able to review the additional conditions.
- (c) Any commercial use of these documents and/or our services, other than for your business or venture (alone), may be considered a violation of our license and violate our copyrights and/or trademarks.
- (d) Any statements regarding copyrights and/or licenses included in these documents are not to be removed or altered.
- (e) Acquiring or downloading of a document/s does not establish an Attorney-Client relationship between you and the Clinic and does not substitute for legal service or legal advice. If you require legal advice, the Clinic recommends you hire a certified attorney or contact us.
- (f) The documents are templates, and are not adapted to the specific needs of your venture. Therefore, it is advised that you adapt them accordingly. You, and you alone, are responsible for the use, and outcome of such use, of the documents and the Clinic shall not be held responsible for the quality or accuracy of the documents and/or any damages caused by using them.

3. PROHIBITED USES

3.1. **The rights granted to you in these Terms are subject to the following restrictions (unless given explicit written consent from the Clinic):**

- (a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on

the Site. The Site's content is intended to assist only your venture, and does not grant you the right to use it in any other way.

- (b) You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site. You may however edit and make changes to the downloadable documents.
- (c) You shall not use software or automated agents or scripts to generate automated searches, requests, or queries, to strip, scrape, or mine data from the Site.
- (d) You agree to not upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data, or interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks.
- (e) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, including users of the Site, or is otherwise objectionable.
- (f) You agree not to violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- (g) Except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained and published on all copies made and/or displayed.
- (h) You agree not to send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.
- (i) You agree not to expose any information linking to other websites, emails, phone numbers or other means of communication to third parties without explicit written authorization from the Site.
- (j) You shall not use the Site and/or its content to create a database.
- (k) You shall make no use of the Site that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

3.2. Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, restricting your access to the Site, and/or reporting you to law enforcement authorities.

4. USER CONTENT

- 4.1. **User Content.** “User Content” means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy and/or the rest of these Terms. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by the Clinic. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy and/or the rest of these Terms. The Clinic is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.
- 4.2. **License to the Clinic.** You hereby grant (and you represent and warrant that you have the right to grant) to the Clinic an irrevocable, non-exclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- 4.3. **Enforcement.** You are aware that software may operate on the Site to collect information on your activities on the Site and analyze such information for purposes of providing Services better tailored to your needs and you hereby give your consent for this purpose. Without derogating from the aforementioned, you acknowledge that the Site employs various technologies regarding your identification and/or your classifications, including but not limited to saving files containing information with regards to the manner in which you utilize the Internet (Cookies) on your personal device, as well as in connection to using your IP address (including but not limited to Google Analytics), and you hereby give your consent to the use of such technologies, as well as of other technologies, as shall be employed from time to time, for similar purposes, in addition to use of the information aggregated through said technologies for your identification and/or classification, on the Site and on other internet websites. Cookie settings can be disabled by selecting the relevant option in your web browser.
- 4.4. **Feedback.** If you provide the Clinic with any feedback or suggestions regarding the Site (“Feedback”), you hereby assign to the Clinic all rights in such Feedback and agree that the Clinic shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. The Clinic will treat any Feedback you provide to the Clinic as non-confidential and non-proprietary. You agree that you will not submit to the Clinic any information or ideas that you consider to be confidential, sensitive and/or proprietary.

5. INDEMNIFICATION

5.1. You agree to indemnify and hold the Clinic (and its officers, employees and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. The Clinic reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Clinic. The Clinic will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. PRIVACY POLICY

6.1. The Clinic respects your privacy. For additional information you're welcome to read our [Privacy Policy](#).

7. THIRD-PARTY LINKS & ADS; OTHER USERS

7.1. **Third-Party Links & Ads.** The Site may contain links to third-party websites and/or services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of the Clinic, and the Clinic is not responsible for any Third-Party Links & Ads. The Clinic provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

7.2. **Other Users.** Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that the Clinic will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

7.3. **Release.** You hereby release and forever discharge the Clinic (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads).

8. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND THE CLINIC (INCLUDING ANY MANAGEMENT MEMBERS, BOARD MEMBERS, EMPLOYEES, SUPPLIERS AND ETC) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION/LIMITATION MAY NOT APPLY TO YOU.

9. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE CLINIC (INCLUDING ANY MANAGEMENT MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS ETC) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF THE CLINIC (INCLUDING ANY MANAGEMENT MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS ETC) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. TERM AND TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your access and use of the Site will terminate immediately. The Clinic will not have any liability whatsoever to you for any termination of your rights under these Terms, including deletion of your User Content. Even after your rights under these Terms are terminated, these Terms will remain in effect.

11. INTELLECTUAL PROPERTY

- 11.1. **Intellectual Property Rights.** The Intellectual Property Rights for the Site and its content, including its design, source code, binary code, copyrights, moral rights, trademarks, service marks, trade secrets, software, terminology, derivatives, signs, reputation, ideas, improvements, databases, information, innovations, inventions, knowledge, logos, market data, methods, graphic files and any other rights corresponding to any of the above, are the sole property of the Clinic, or a third party which has given the Clinic the appropriate consent.
- 11.2. **Copyright Policy.** We respect the intellectual property of others and ask that Users of the Site do the same. We have adopted a policy respecting copyright law that provides for the removal of any infringing materials.

If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, please send us the following information by email to legalstart@idc.ac.il :

1. identification of the copyrighted work(s) that you claim to have been infringed;
2. identification of the material on our services that you claim is infringing and that you request us to remove and sufficient information to permit us to locate such material;
3. information reasonably sufficient to permit the Clinic to contact you, such as your address, telephone number, and e-mail address;
4. a signed statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
5. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects you to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

12. GENERAL

- 12.1. **Changes.** These Terms are subject to occasional revision. The Clinic holds the right to make these changes at any given time, with no prior notice. We may notify you of substantial changes by putting up a notice on the main page for a period of 10 days. Following this notice period, you will be subject to the new terms. Changes will be effective immediately for new users of our Site. Continued use of our Site following such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. As such, we recommend you browse these Terms from time to time. If you do not agree to these changes, please refrain from using the Site.
- 12.2. **Governing Law and Jurisdiction.** These Terms shall be governed by the law of the State of Israel exclusive of its choice of law rules. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms, the Services shall be brought exclusively in the court located in Herzliya, Israel, and you irrevocably consent to their jurisdiction. Any cause of action against us must be brought within one (1) year of the date such cause of action arose. Notwithstanding the foregoing, the Clinic may lodge a claim against you pursuant to the indemnity clause in these Terms, in any court adjudicating a third party claim against the Clinic.

These Terms shall be governed without regard to the United Nations Convention on the International Sales of Goods. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against the Site or us must be brought within one (1) year of the date such cause of action arose.

- 12.3. **Electronic Communications.** The communications between you and the Clinic may be through electronic means, whether you use the Site or send us emails, or whether the Clinic posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Clinic in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Clinic provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your nonwaivable rights.
- 12.4. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to the Clinic is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Clinic's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of

the foregoing will be null and void. The Clinic may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

12.5. **Contact Information:** legalstart@idc.ac.il

LAST REVISED ON: March, 2020