

Team 3 Ltd. – Terms of Use

1. Applicability.

- 1.1. These terms of use ("TOU") govern the legal terms of the Website of Team 3 Ltd. ("Team 3") at <http://www.team3.co.il/>, (the "Website"), and certain internet services, text, information, material, graphics, video, documents to be downloaded, and any other content (collectively "Material") which are made available to you ("User") through the Website. The TOU, together with Team 3's privacy policy, available at <http://www.team3.co.il/%D7%9E%D7%93%D7%99%D7%A0%D7%99%D7%95%D7%AA-%D7%A4%D7%A8%D7%98%D7%99%D7%95%D7%AA-privacy-policy> ("PP"), constitute the entire and only agreement between Team 3 and User, and supersedes all other agreements, representations, warranties and understandings with respect to the Website and the Material and the subject matter contained therein.
- 1.2. By attempting to use and/or by using the Website and/or the Material, or any part thereof, User agrees to fully comply with and be bound by the TOU and PP. If User does not accept the TOU or the PP, User must not access and use the Website and/or the Material, or any part thereof, and/or immediately stop any use of the Website and/or the Material.
- 1.3. Team 3 may, from time to time modify the TOU. If User does not agree to the TOU as amended, User must stop using the Website and/or the Material. User is advised that if User does not terminate all use of the Website and/or the Material, or any part thereof, User will be deemed to have accepted the TOU, as amended.

2. Representations. By using the Website and/or the Material User represents that (i) User is not under 18 years of age, (ii) User is authorized to use the Website and the Material, (iii) User agrees to be bound by the terms of this TOU; and (iv) its use of the Website and/or the Material does not conflict with any law applicable to User.

3. Proprietary Rights.

- 3.1. All title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Website and the Material (except for the Third Party Material – as defined below), shall remain in Team 3, its affiliates, or their respective licensors, if any. User agrees that nothing contained in the Website and/or the Material shall be construed as granting a license to use any intellectual property right with respect to the Material without the prior written permission of Team 3.
- 3.2. Team 3 is always pleased to hear from its Users, and welcome their comments or suggestions ("Feedback"). When Team 3 refers to "Feedback" herein, Team 3 means: any comment, or suggestion made either on the Website or to Team 3 via the Website/email/in any other way. With regard to such Feedback User represents and warrants that (i) such Feedback is non-confidential and non-proprietary and will be treated as non-confidential and non-proprietary; (ii) Team 3 is entitled to unrestricted use or disclosure of the Feedback for any purpose whatsoever, all without compensation to the User that submitted the Feedback; (iii) User hereby assigns to Team 3 all right, title, and interest in and to the Feedback, and Team 3 may use such Feedback without any payment or restriction.

4. Third Party Material.

- 4.1. The Website and the Material may contain icons and links to third party websites, as well as other content from third parties (collectively, "**Third Party Material**"). The inclusion of Third Party Material within the Website and/or the Material does not constitute any endorsement, guarantee, warranty, or recommendation of such Third Party Material. Team 3 has no control over the terms of use and privacy policies of Third Party Material and User accesses any such Third Party Website at User's own risk.
 - 4.2. Without derogating from the generality of the above, when clicking on certain social media links and icons provided on the Website (e.g. Facebook) User will be transferred to Team 3's Websites on such social media ("**Social Media Websites**"). It shall hereby be clarified that such Social Media Websites are governed by the terms of use and privacy policy of the respective social media and not by Team 3.
5. **Indemnity.** Each User agrees upon Team 3's first demand to indemnify, defend, and hold Team 3 and its affiliates, licensors, officers, directors, employees, consultants, agents and representatives (collectively, "**Affiliates**") harmless from any and all claims, losses, damages, liabilities, actions, or demands, and associated costs and expenses (including without limitation attorneys' fees) arising out of User's: (i) use of the Website and/or the Material; (ii) use of any Third Party Material and/or any other interaction with third parties through the Services; (iii) violation of the terms hereof; or (iv) violation of any third party's rights. Team 3 reserves the right, at such User's expense, to assume the exclusive defense and control of any matter of indemnification by User hereunder. User shall cooperate fully as reasonably required in the defense of any claim.
6. **Disclaimer and Warranties.** USER UNDERSTANDS AND AGREES THAT USER'S USE OF TEAM 3'S WEBSITE AND/OR MATERIAL AND/OR THIRD PARTY MATERIAL ARE AT USER'S OWN RISK. TEAM 3'S WEBSITE AND MATERIAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TEAM 3 AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TEAM 3 AND ITS AFFILIATES MAKE NO WARRANTY THAT (i) THE WEBSITE AND/OR THE MATERIAL AND/OR THIRD PARTY MATERIAL WILL MEET USER'S EXPECTATIONS; (ii) THE WEBSITE AND/OR THE MATERIAL AND/OR THIRD PARTY MATERIAL WILL BE UNINTERRUPTED, TIMELY, SECURE, CORRECT OR ERROR-FREE; AND (iii) ANY ERRORS IN THE WEBSITE AND/OR THE MATERIAL AND/OR THIRD PARTY MATERIAL WILL BE CORRECTED. ANY MATERIAL AND/OR THE WEBSITE AND/OR THIRD PARTY MATERIAL IS ACCESSED AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE THAT RESULTS FROM THE WEBSITE, THE MATERIAL, THIRD PARTY MATERIAL AND/OR THE DOWNLOAD THEREOF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM TEAM 3 OR THROUGH OR FROM THE WEBSITE AND/OR THE MATERIAL AND/OR THIRD PARTY MATERIAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.
7. **Limitation of Liability.** IN NO EVENT SHALL TEAM 3 OR ITS AFFILIATES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS (EVEN IF TEAM 3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR THE MATERIAL; OR (ii) ANY OTHER MATTER RELATING TO THE USER'S

USE OF THE WEBSITE AND/OR THE MATERIAL OR THESE TOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TEAM 3'S TOTAL LIABILITY TO USER OR TO ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO US\$100 THE AFORESAID LIMIT SHALL NOT BE ENLARGED BY THE EXISTENCE OF MULTIPLE CLAIMS. NO ACTION ARISING HEREUNDER REGARDLESS OF ITS FORM MAY BE BROUGHT BY USER MORE THAN 40 DAYS AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. Miscellaneous.

- 8.1. The TOU shall be governed by the laws of the State of Israel without regard to the principles of conflict of law. The courts of Tel Aviv, Israel shall have exclusive jurisdiction to adjudicate any dispute arising out of the TOU.
- 8.2. Team 3's failure to enforce any provision of the TOU shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- 8.3. Team 3's rights under the TOU shall survive any expiration or termination of the TOU.
- 8.4. Without limiting any other terms of the TOU, Team 3 may always in Team 3's sole discretion block User's access to the Website and/or the Material or stop providing, terminate or disable User's use of the Website and/or Material, even if Team 3 has previously allowed User to use Website and Material.
- 8.5. To the extent that the Website and/or the Material, or any portion thereof, conflicts or is inconsistent with the TOU, the TOU shall prevail.
- 8.6. These TOU have been drafted and posted on the Website in the English and in the Hebrew language. In case of conflict the English version shall prevail.