



TERMS OF USE

These Terms of Use (these "**Terms**") shall govern your ("**you**" or "**your**") access and use of the website located at <https://www.growingil.org/> (the "**Website**") an online _website of the GrowingIL community by the Israel Innovation and Society Institute ("**we**", "**our**", "**us**" or the "**Institute**"). **By using or accessing the Website you agree to be bound by these Terms.**

You agree that we may change any part of the Website, including its content, at any time or discontinue the Website or any part thereof, for any reason, without notice to you and without liability. You declare that by acceptance of these Terms and/or by using the Website, you are of legal age to form a binding contract with the Institute. If you are agreeing to be bound by these Terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms. If you do not have the requisite authority, you may not accept these Terms or use the Website on behalf of your employer or other entity. You may not use the Website and may not accept these Terms if you are a person barred from using the Website under the laws of the country in which you are a resident or from which you use the Website.

We may, in our sole discretion, refuse to offer our services to any person or entity. We further may, without notice and in our sole discretion, terminate your right to use the Website, or any portion thereof, and block or prevent your future access to and use of the Website or any portion thereof.

If you violate these Terms, the Institute reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend your use of the Website. You agree that the Institute does not need to provide you notice before terminating or suspending your use of the Website, but it may provide such notice in its sole discretion.

Access to the Website

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Website. The Institute does not provide you with the equipment to access and/or use our Website. The Institute cannot guarantee that the Website will always function without disruptions, delay or errors. Several factors may impact the quality of your communications and use of the Website and may fail your communications, including, without limitation, your local network, firewall, your internet service provider, the public internet, and your power supply. The Institute takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control. You are responsible for all fees charged by third parties related to your access and use of the Website (e.g., charges by internet service providers or air time charges).

Rules of Conduct and Usage

You represent and warrant that you have full right and authority to use the Website and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the Website and/or the transmission of technical data exported from the country in which you reside. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You undertake that you shall not defraud, or attempt to defraud, the Institute or other users, and that you shall not act in bad faith in your use of the Website. If the Institute determines that you have acted in bad faith and/or in violation of these Terms, or if the Institute determines that your actions fall outside of reasonable community standards, we may, at our sole discretion, prohibit you from using the Website. You agree that your use of the Website shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- (i). Access the Website if you are barred under the provisions of these Terms or any applicable law;
- (ii). Promote, host or display the Website on any websites that: (i) contain indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by us at our sole discretion), defamatory, libelous, obscene, gambling related, discriminatory, deceptive, abusive spyware, adware, or other malicious programs or code, unsolicited mass distribution of email, or any illegal subject matter or activities or otherwise offensive content, or content addressed to individuals under the age of 18; (ii) incorporate any materials that infringe or assists others to infringe on any copyright, trademark or other intellectual property rights; (iii) are an incentive-based website, such as a lottery or sweepstakes site which rewards users for clicking on links; (iv) engage in activities that violate our Privacy Policy; (v) openly

encourage users to click on banner ads or other sponsored links to support the Website; or (vi) infringe any right of any third party or violate any applicable law or regulation;

- (iii). Upload, post, transmit or otherwise disseminate any material that is vulgar, indecent, obscene, pornographic, sexual or that is, in a reasonable person's view, otherwise offensive or objectionable;
- (iv). Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
- (v). Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by us or by applicable statutory law), modify or alter any part of the Website;
- (vi). Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Website or the computers of other users of the Website;
- (vii). Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim or spam) to anyone;
- (viii). Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Website in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- (ix). Create false personas, multiple identities, use bots or other automated software programs to defraud or which otherwise violate these Terms and/or the terms of service of any third-party applications or social networks through which the Website is accessed;
- (x). Attempt to obtain passwords or other private information from other members including personally identifiable information (whether in text, image or video form), identification documents, or financial information;
- (xi). Upload or transmit (or attempt to upload or to transmit), without our express consent, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
- (xii). Improperly use support channels or complaint buttons to make false reports to us;
- (xiii). Develop and distribute "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;
- (xiv). Encourage any third party to: (i) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (ii) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (iii) engage in any action or practice that reflects poorly on the Institute or otherwise disparages or devalues the Institute's reputation or goodwill;
- (xv). Make representations with respect to the Institute not approved in advance and in writing by us. You shall obtain our prior written approval to the content of any marketing message, and with respect to any use of our trade name and/or trademarks and/or designs in connection with the Website;
- (xvi). Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- (xvii). Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Website;
- (xviii). Attempt to use the Website on or through any service that is not authorized by us. Any such use is at your own risk and may subject you to additional or different terms. The Institute takes no responsibility for your use of the Website through any service that is not authorized by it;
- (xix). Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Website; and/or
- (xx). Interfere with the ability of others to enjoy using the Website, including disruption, overburden or aid the disruption or overburdening of the Website's servers, or take actions that interfere with or materially increase the cost to provide the Website for the enjoyment of all its users.

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The Website may contain links to other websites, applications or resources (the "**Linked Sites**"). The Linked Sites are not under the control of the Institute and the Institute is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Institute is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by the Institute of the site or any association with its operators. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Website available on or through any such site or resource.

Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials regarding the Website, whether by email or otherwise (collectively, "**Feedback**"), such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any and all Feedback for any purpose whatsoever. You understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Privacy

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which constitutes an integral part of these Terms by way of reference, and by using or accessing the Website you agree to be bound by its terms and conditions. Unless the context otherwise requires, all reference herein to these Terms, shall also include the Privacy Policy. **We advise you to carefully read the Privacy Policy.**

Disclaimers; Limitation of Liability; Indemnification

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You agree that your use of the Website shall be at your sole risk. The Institute makes no warranties or representations about the accuracy or completeness of the content of the Website, of the content of any sites linked to the Website, of any Third Party Materials and assumes no liability or responsibility for any:

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- (ii). Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Website;
- (iii). Any unauthorized access to or use of Third Party Materials, secure servers and/or any and all personal information and/or financial information stored therein;
- (iv). Any interruption or cessation of transmission to or from the Website;
- (v). Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party; or
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- (ii). Your violation of any term of these Terms;
- (iii). Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (iv). Any claim that any user submission made by you has caused damage to a third party; or

Notices

Notices to you may be made via the Website and/or e-mail. The Institute may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Website. You agree that all

agreements, notices, disclosures and any other communications that the Institute provide as aforementioned satisfy any legal requirement that such communications be in writing.

General

By using or visiting the Website, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and the Institute. Any claim or dispute between you and the Institute that arises in whole or in part from your use of the Website shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. The Institute reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Your use of the Website following any amendment of these Terms will signify your assent to and acceptance of its revised terms. **YOU AND THE INSTITUTE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

For any questions about these Terms of Use or any other issue regarding the Institute or the Website please contact us at: Hadasgs@israelinnovation.org.il

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