

# MODELYO WEBSITE TERMS OF USE

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## 1. Acceptance of the Terms

By entering to, connecting to, accessing or using the Website, you acknowledge that you have read and understood the following Terms of Use (the "**Terms of Use**"), including the terms of our Privacy Policy (the "**Privacy Policy**", collectively with the Terms of Use, the "**Terms**") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Website and you acknowledge that these Terms constitute a binding and enforceable legal contract between Modelyo and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE WEBSITE IN ANY MANNER.**

**Please note:** These Terms of Use apply only to your access and usage of the Website. These Terms of Use do not apply to any access or use of Modelyo's products which are separately governed by the Modelyo's End User License Agreement (as provided to users of the products).

## 2. Use Restrictions

There is certain conduct which is strictly prohibited on the Website. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may, at Modelyo's sole discretion, result in the termination of your access to the Website and may also expose you to civil and/or criminal liability.

**You may not, whether by yourself or anyone on your behalf:** (i) except as explicitly permitted hereunder copy, replicate, scrape, modify, create derivative works of, readapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Website and any other information, documents, material and data available on the Website (collectively, the "**Content**") in any way, or publicly display, perform, or distribute the Content, without Modelyo's prior written consent; (ii) make any use of the Content on any other website or networked computer environment for any purpose without Modelyo's prior written consent; (iii) create a browser or border environment around the Website and/or Content, link, including in-line linking, to elements on the Website, such as images, posters and videos, and/or frame or mirror any part of the Website, unless if expressly permitted; (iv) transmit, distribute, display or otherwise make available through or in connection with the Website any content, which may infringe third party rights, including intellectual property and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Website, and/or use the Website to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Website, or the servers or networks that host the Website or make the Website available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) use the Content and/or the Website for any illegal, immoral or unauthorized purpose.

### 3. Privacy Policy

We respect the privacy of our Visitors at Modelyo and are committed to protecting the information you share with us in connection with your use of the Website. Our policy and practices and the type of information collected are described in our published Privacy Policy. If you intend to connect to, access or use the Website you must first read and agree to the Privacy Policy.

### 4. Limited Website Content License

Modelyo is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at our discretion, license, to access and use the Website and any Content by displaying the Website and Content on your computer, and downloading and printing pages from the Website under the condition that (i) such activity is solely for your personal, education or other non-commercial use, or for your internal business purposes, (ii) you do not modify or prepare derivative works from the Website or Content, (iii) you do not, not permit others to obscure, alter or remove any notice of copyright set forth on any pages of the Website or Content, (iv) you do not, nor permit others, to otherwise reproduce, re-distribute, aggregate or publicly display any of the Website or Content. No other rights in the Website or in the Content are granted.

You hereby agree that upon Modelyo's request you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of these terms.

### 5. Feedback

In the event that you provide Modelyo with any suggestions, comments or other feedback relating to Website (collectively, "**Feedback**"), such Feedback is deemed as the sole and exclusive property of Modelyo and you hereby irrevocably assign to Modelyo all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations, and shall promptly inform Modelyo as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you.

### 6. Intellectual Property Rights

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## 7. Availability

The Website’s availability and functionality depend on various factors, such as communication networks, software, hardware, and Modelyo’s Website providers and contractors. Modelyo does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

## 8. Changes to The Website

Modelyo reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Website (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Website may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. You agree that Modelyo shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Website (or any part thereof).

## 9. Disclaimer of Warranties

MODELYO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE WEBSITE (OR ANY PART THEREOF). THE WEBSITE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. MODELYO AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “**MODELYO AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY VISITOR’S USE OF THE WEBSITE OR SERVICES.

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CONTENT AVAILABLE THROUGH THE WEBSITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

## **10. Limitation of Liability**

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL MODELYO AND/OR ANY OF THE MODELYO AFFILIATES AND/OR SUBSIDIARIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE WEBSITE, USE OR INABILITY TO USE THE WEBSITE, FAILURE OF THE WEBSITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF MODELYO TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF MODELYO BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY VISITORS AND/OR THIRD PARTY WEBSITES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF USE, MODELYO IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR ANY CONTENT, MODELYO'S LIABILITY SHALL IN NO EVENT EXCEED US\$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR MODELYO'S PROVISION OF THE WEBSITE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF MODELYO AND/OR ANY MODELYO AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

## **11. Indemnification**

You agree to defend, indemnify and hold Modelyo and any Modelyo Affiliates harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) made against Modelyo or any Modelyo Affiliates due to or arising directly or indirectly out of or in connection with your use of the Website (or any part thereof).

## **12. Amendments to the Terms**

Modelyo may change these Terms from time to time, at its sole discretion and without any notice. All changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Website after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

## **13. Minors**

To enjoy the Website, you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that individuals under the age of eighteen are not using the Website. In the event that it comes to our knowledge that an individual under the age of eighteen is using the Website, we will prohibit and block such Visitor from accessing the Website and will make all efforts to promptly delete any Personal Information in accordance with our Privacy Policy.

## **14. General**

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Website or use of this Website will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Website will be brought in, and you hereby consent to the exclusive jurisdiction and venue in, the competent courts of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Modelyo's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Modelyo relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Modelyo or notices to you may be made via email or regular mail. This Website may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **15. Contact Us**

If you wish to receive more information on these Terms, please contact us using the details provided below:

Email: [support@modelyo.com](mailto:support@modelyo.com)