Terms of Use

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Welcome to <u>www.aklawfirm.co.il</u> (the "Website").

The Website is owned by Assaf Kriel & Co. – Advocates and Legal Consultants (the "Firm").

These Terms of Use (the "Terms of Use") regulate the use of the Website and all those making use and/or wishing to make use of the Website ("User" and/or "Users") hereby give their consent to the provisions of the Terms of Use and other conditions appearing on the Website, including the privacy policy found at the bottom of the Website, which forms an integral part of the Terms of Use (the "Terms of Use" together with privacy policy, the "Terms"), and undertake to act pursuant to them.

A User entering and/or using and/or viewing the Website shall serve as evidence that the User has carefully and thoroughly read the detailed Terms and that he gave his consent to the provisions of the Terms, irrevocably and without reservation.

If you do not agree to any of the Terms (or part thereof), you must cease your use of the Website and leave it immediately.

In these Terms of Use plural form shall also include singular and vice versa. When a sentence includes the word "including", it should be interpreted as including, among other things.

Any additional Terms of Use on the Website should be considered to include the provisions of the Terms of Use. However, in case of any contradiction or nonconformity between the language of the Terms of Use and statements anywhere on the Website and/or anywhere else on behalf of the Firm, the Terms of Use should be deemed the source binding the Firm, except for a situation where the other source on the Website and/or the other place on behalf of the Firm reduces the obligations and/or liability of the Firm and/or the Website.

The Firm reserves the right to change the Terms of Use from time to time, without prior notice and at its exclusive discretion. Any such change shall enter into effect immediately upon its publication on the website in the framework of the Terms of Use. The Website Users are responsible for reviewing changes from time to time.

1. Introductory rules and definitions

- 2. **<u>Definitions</u>**. In these Terms, the following terms shall have the meaning ascribed thereto below:
 - "Content" or "Contents" including any given information or content of any type, and as part of this any textual, visual, audio or audio-visual content, including text, pictures, voice, video, in any media and on any end device that exist at present and/or may exist in the future, and/or any combination thereof, including any article, essay, news item, review, data, file, advice, analysis, recommendation, instruction, presentation, assessment and/or any other information and/o/r content in any format, as well as their design, processing, editing, distribution and manner of presentation, including (but not limited to): any picture, photograph, illustration, animation, diagram, character, simulation, sample, video, audio file or musical file; any software, file, computer code, app, application, format, protocol, database or interface and any character, sign, symbol or icon.

- "Legal Content" Content on legal issues (such as the Content found on the "Homepage" and "Newsroom" pages), description of the legal services provided by the Firm and other news in the field of law, including client memos, legal reviews, advertisements, presentations etc.
- "Website Content" Content available through the Website, including legal content and other commercial content.
- 3. <u>Cessation of service/use</u> The Firm reserves the exclusive right, at its sole discretion, not to allow any User and/or entity to use the Website, whether or not such use has been approved in the past, without this requiring any explanation and/or reason and/or prior notice. Without derogating from the generality of the foregoing, any harm and/or attempted harm to the Website and/or its Content and/or the Firm and/or its property etc., shall constitute cause for blocking the harming party and/or User from the ability to use the Website and/or the Website Content.
- 4. <u>Additional services</u> The Firm reserves the right to offer additional and/or different services on the Website. It is clarified that with respect to any service, whether present or future, there may be additional and/or other Terms and/or provisions ("Additional Terms"). Unless stated otherwise, these Additional Terms shall form part of the Terms of Use, and their provisions shall apply to the services that they are designed to regulate, without derogating from the other Terms of Use.

5. Use of the Website

- The Terms apply to the Website and in its Content, in whole or part, on any social network and/or means of communication and/or other communication media on which access to the website is performed (including the internet and/or any other network), mutatis mutandis.
- The Terms apply to the Website, on all of its layers, Contents and the various services that exist on it, wherever the User operates.
- The User of the Website and the Website Content represent and warrants that the use of the Website shall be performed in a customary manner and in good faith, pursuant to the Terms and subject to the provisions of any law.
- The Website is intended for informative purposes only and no use of it or its contents should be made for legal and/or commercial needs and/or in order to make business and/or other decisions. For the avoidance of doubt, the Website Content does not constitute legal advice, and is provided as a service to the Website visitors and the Firm's clients.
- The Website and its Content, appearance, design and the services that it includes are the exclusive property of the Firm and/or third parties authorized by it.
- The Firm reserves the right, at its absolute and exclusive discretion, to change at any time, and for any period of time (whether temporary or permanent) the Website, the information and the service in its framework, including by adding, deducting, ceasing or restricting, changing the Website's structure, the scope or availability of the information and the services that it

offers and any other aspect entailed in the Website, service or operation, without this requiring any prior notice or explanation, and for any purpose. It is clarified that the User or any third party shall not have any argument and/or demand and/or claim against the Firm (whether directly or indirectly) for the foregoing.

The Firm does not undertake that the Website and its Contents are or will be safe to use, accurate, full, without malfunction or interference and/or free of viruses, faults, malware, other harmful components or other software limitations. In addition, the Firm does not undertake to correct any error, failure or defect in the Website or its Content, and/or that the use of the Website and its Content would conform with the User's expectations.

6. The User's Representations

- The User of the Website and/or its Content and/or its services represents and warrants that he is over 18 years of age, that any use of the Website shall be performed lawfully pursuant to the provisions of the Terms, and that s/he is not in violation of any law.
- The User acknowledges that the Website was not designed for the purpose of legal and/or other advice, and any person using it in this way is doing so of their own opinion and under their owner responsibility.

7. Manner of using the Content

- Diverse Content can be found on the Website on, among other things, the Firm's activity, legal news, publications, client updates, details about the Firm, fields of expertise, the Firm's team, job offers and more.
- The Website Content originate from both the Firm's team and from other service providers. Although great effort is made to concentrate and process such Content on the Website, clerical and/or other errors may occur in the process of receiving, processing and publishing it. The User is responsible for examining, inspecting and verifying the Content that is presented and that it is in effect and up to date.
- The Content does not constitute any recommendation and/or opinion and/or position of any type and in any case it does not substitute professional advice and/or legal advice and/or finance advice and/or any other advice. Therefore, any use of the Content (if any) is under the User's sole personal responsibility.
- o In addition to the restrictions set forth in the Terms, insofar as the Website Content is used (especially legal Content), such use is also subject to the provisions of the law and to the applicable regulations. In addition, in case of Content that refers to jurisdictions outside of Israel, the use is also subject to the applicable laws and regulations in the relevant jurisdiction.
- The User represents and warrants that the Firm and its partners, employees and persons on its behalf and/or in collaboration with it (the foregoing, jointly with the First – the "Firm Factors") shall be released from any

- argument, claim, demand, damage, cost and/or liability in connection with any use prohibited by the Terms as foregoing.
- The use of the Website and/or its Content is permitted only as detailed in these Terms. The User may not copy, photocopy, duplicate or perform any action on the Website and/or the Website Content, or allow others to use, in any other way, the Website and/or the Website Content, including other Websites, electronic publications, print publications etc., for any purpose, whether or not commercial, which is not permitted pursuant to the foregoing, unless the Firm's explicit, written consent is received.
- No computer application or any other means may be used or enabled, including robot, crawler or similar software, in order to damage the Website and/or its Content and/or in order to search, scan, copy or automatically retrieve Content from the Website. As part of this, such means may not be created or used in order to create a collection, anthology or database containing Content from the Website. Content from the Website may not be presented in a frame, whether visible or hidden. Content from the Website may not be presented in any other way including through any software, device, accessory or communication protocol that changes their design on the Website or that removes from them any content and in particular commercial content, unless the Firm's explicit, written consent is received.
- 8. **Provision of the service.** Without derogating from the foregoing, the Firm shall not be responsible for any delay and/or interruption and/or technical and/or other problems, for malfunctions that are not controlled by the Firm (for example, internet malfunctions, communication malfunctions, force majeure, third-party negligence etc.), which cause any irregularity in the use of the Website or its Content. The User shall not be entitled to compensation of any type for the foregoing.

9. <u>Intellectual property rights and title</u>

- o The Website, the Website Content and all that it contains (without limitation), of any type or kind (whether these are registered rights or rights that have not yet been registered), including the Domain name, patents, trademarks, trade names, designs, copyrights, trade secrets, methods, text, software, images, music and video, graphics and sound, the manner of the Website's presentation or design and any other matter or detail relating to the Website or any Website Content are the Firm's exclusive property. The foregoing may be protected by copyright or other intellectual property laws or by international conventions and agreements, and/or used with the explicit permission under a copyright and/or from the owners of the trademark or copyright. Any violation of the Terms may be an infringement of rights, trademarks or intellectual property and may expose the violator to civil claims and/or criminal proceedings.
- Copying, distributing, broadcasting, publishing, linking, reverse-engineering, duplicating, licensing, creating derivative work or selling any part of the Website and/or the Website Content or making any other change in this Website or anything on it without the Firm's explicit, prior consent in writing

- is completely prohibited. The User has no other right except for the User's right to view the Website and its Content subject to the Terms.
- Subject to the Terms, the Firm hereby grants the User a revocable, non-unique, non-transferrable and non-sublicensable personal right. For the avoidance of doubt, the Terms do not grant the User any right in the Firm's intellectual property, but only a limited right to view the Website and its Content in a noncommercial manner, which as foregoing is revocable. None of the Terms shall constitute a waiver of the Firm's intellectual property pursuant to applicable law.

10. Liability

- The Website and its Content are offered as is. The Firm does not warrant (explicitly or implicitly) that the Website or its Content shall be full, correct, reliable, free of error, available, legal or accurate or that they shall confirm with the User's expectations or demands. The Firm shall not bear any liability with respect to the Website and its Content or any result arising from their use, or from reliance upon them.
- The Firm and its related parties, partners, and the employees of the Firm and/or its related parties (hereinafter: the "Firm's Parties") shall not be liable for any direct and/or indirect, special, incidental or consequential damage (even if such damage was reasonably foreseeable) that results from the Website and/or its Content.
- The limitation of liability for direct, indirect, special, incidental or consequential damage includes (without limitation) damage for loss of profit, loss of data, impairment of goodwill, cessation of employment, computer failure or malfunction or any legal and/or commercial and/or other damage or loss, without any exception and for any reason as foregoing. In cases where certain countries or jurisdictions do not allow excluding or limiting liability for consequential or incidental damage, in such countries or jurisdictions, the Firm's liability shall be limited to the minimal amount permitted by law.
- 11. <u>Indemnity</u> The User undertakes to indemnify the Firm's factors for any damage, claim, loss, loss of profit, payment or cost (including attorney fees) caused to them (whether directly or indirectly) upon the Firm's first demand, arising from: (a) the User's use of the Website and/or its Content; (b) the User's violation of the Terms; (c) the User's violation of any third-party right or applicable law.

12. Miscellaneous

- The Terms constitute the full agreement between the User and the Firm on all matters relating to the manner of using the Website and its Content, and they supersede any understanding and/or other agreement, whether verbal or in writing, relating to such use.
- If any of the Terms is found to be illegal, void or unenforceable for any reason, such Term shall be erased from the Terms and its erasure shall not affect the legality or effect of the other Terms. In such case, another similar

- enforceable Term shall be deemed to exist instead of the Term that was erased or removed.
- The Terms do not create and should not be interpreted as creating between the User and the Firm – any partnership, joint venture or employer-employee relationship.
- Any delay, waiver, extension, delay or inaction on the part of the Firm in exercising its rights and/or demanding the performance of any of the Terms and/or its consent to deviate from the Terms shall not form a precedent, shall not be deemed a waiver and/or consent on the Firm's part and no inference shall be drawn from them in any other case.
- 13. **Governing law and jurisdiction** The Terms shall be governed by the laws of the State of Israel. Exclusive jurisdiction on all matters relating to and/or arising from the Terms shall be given to the competent Court in Tel Aviv-Yafo.
- 14. Questions and contact information. For any question, request or any other inquiry, the User may contact the Firm according to the details appearing in the "Contact us" tab, or according to the following details: Assaf Kriel & Co.- Advocates and Legal Consultants, 28 Ha'arbaa Street, Tel Aviv (Northen Tower, floor 5), care of Adv. Assaf Kriel at: assaf@aklawfirm.co.il.