

TOM TERMS OF SERVICE

Welcome to www.tomglobal.org!

THESE TERMS AND CONDITIONS (THIS "**Agreement**") CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND *TIKKUN OLAM MAKERS*, AN INITIATIVE OF THE *THE REUT GROUP – FROM VISION TO REALITY (R.A.)* ("**TOM**", "**we**", "**us**" and "**our**"), AND BY CLICKING "I ACCEPT" BELOW, BY CREATING AN ACCOUNT, OR BY OTHERWISE ACCESSING OR USING THE SERVICE (EACH AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE FOLLOWING (THE DATE OF SUCH OCCURRENCE BEING THE "**Effective Date**"):

- (i) THIS AGREEMENT, AND
- (ii) OTHER TERMS AND AGREEMENTS (INCLUDING ADDITIONAL TERMS, AS DEFINED BELOW) REFERENCED IN THIS AGREEMENT THAT ARE EXPRESSLY STATED TO BE INCORPORATED INTO, AND MADE A PART OF, THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO ACCESS OR USE THE SERVICE.

If you are using the Service on behalf of an entity, you represent and warrant that you have the authority to bind that entity to this Agreement and you agree to be bound by this Agreement on behalf of that entity. TOM may, in its sole discretion, refuse to offer the Service to any person or entity, and may change its eligibility criteria at any time. By entering into the Agreement you hereby irrevocably and unconditionally waive any Law (defined below) applicable to you requiring that the Agreement be localized to meet your language, or otherwise imposing other localization requirements.

This Agreement contains a range of capitalized terms, some of which are defined in the Section titled *Definitions* below, and some of which are defined elsewhere. The Section and sub-Section headings in this Agreement are for convenience of reading only, and may not to be used or relied upon for interpretive purposes.

1. ACCOUNT AND PARTICIPATION IN COMMUNITY

- 1.1. **Eligibility.** You must be at least thirteen (13) years old to use the Service. By agreeing to this Agreement, you represent and warrant to us that: (a) you are at least thirteen (13) years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is, and will be, in compliance with all applicable Laws. If you are older than thirteen (13) but younger than eighteen (18) years of age ("**Minor Child**"), you must have consent of your parent or legal guardian before using the Service and your parent or legal guardian must also accept this Agreement on your behalf. If you, as a parent or legal guardian, have agreed to allow your Minor Child to use the Service, you agree that you and your Minor Child shall be responsible for: (i) the online conduct of such Minor Child; (ii) monitoring such Minor Child's access to and use of the Service; and (iii) the consequences of any use of the Service by such Minor Child.
- 1.2. **Registration.** In order to use some of the Features of the Service, such as participating in the Community, you may have to create an account ("**Account**"). You agree not to create an Account for anyone else or use the Account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account credentials secure. You must notify TOM in writing (at hello@tomglobal.org) immediately of any breach of security or unauthorized access to or use of your Account. As between you and TOM, you are solely responsible and liable for the activity that occurs in connection with your Account. If

you wish to delete your Account or believe your Account is not secure or has been compromised, you may send an email request to TOM at hello@tomglobal.org.

2. LICENSE

Subject to the terms and conditions of this Agreement, TOM grants you a limited, non-exclusive, non-assignable, non-transferable, and non-sublicensable license, during the Term (defined below), to access the Service for the sole purpose of using the Service for your own non-commercial, internal use (collectively, the "**License**"). For the avoidance of doubt, the Service (and any copies thereof made available to you) is only licensed under this Agreement, and no other right or title in or to the Service or such copies passes to you. Except for the License, you are granted no other right in or to the Service, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise.

3. LICENSE RESTRICTIONS

Except to the extent expressly permitted otherwise in this Agreement, you shall not (and shall not permit or encourage any third party to do any of the following in respect of the Service (in whole or in part):

- (a) copy or reproduce the Service;
- (b) sell, assign, lease, lend, rent, issue, sublicense, make available, or otherwise distribute to any third party, or publicly perform, display or communicate, the Service (for example, by uploading another user's User Submission to another website or application), or otherwise use the Service in a time-sharing, outsourcing, or service bureau environment;
- (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects of, the Service;
- (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Service;
- (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service, such as Features that restrict or monitor use thereof;
- (f) make a derivative work of the Service, or use the Service to develop any service or product that is the same as (or substantially similar to) the Service;
- (g) interfere with the operation of the Service or another user's enjoyment of the Service by (i) publishing or transmitting any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service, (ii) making unsolicited offers or advertisements to other users of the Service, (iii) attempting to collect, personal information about users or third parties without their consent, or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Service, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
- (h) use the Service to infringe, misappropriate or violate any third party's Intellectual Property Rights, Moral Rights, privacy or other personal rights;
- (i) perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Accounts of others without permission, or falsifying your age or date of birth; or
- (j) use the Service for any illegal purpose, or in violation of any Law.

4. TOM EVENTS

These terms and conditions do not grant you any right to organize or attend any TOM Event. Organizing and attending TOM Events are subject to the applicable terms and conditions (and related rules and application processes) that TOM posts within the Service from time to time, as well as any other terms and conditions that TOM may require you to agree to on a case-by-case basis. For example, currently:

- (a) If you wish to attend a TOM Event (such as a Makeathon), you are subject to the then-current *Participant Agreement* available at tomglobal.org/participantagreement/ (the "**Participant Agreement**").
- (b) If you wish to organize a Makeathon, you are subject to the then-current *Makeathon License Agreement* available at tomglobal.org/licenseagreement/ (the "**Makeathon License Agreement**").

The Participant Agreement is hereby incorporated into, and made a part of, this Agreement, and the Participant Agreement shall apply each and every time you attend a TOM Event. You acknowledge, however, that TOM, in its sole discretion, may at the time of your registration for, and/or attendance at, a TOM Event further require you to physically or electronically sign an identical or modified version of the Participant Agreement (in which case, the later of such signed versions shall control in respect of such TOM Event).

5. **FEES**

If access to the Service or to certain Features of the Service requires you to pay any fees, then you will have an opportunity to review and accept the applicable fees that you will be charged. All fees are non-refundable (unless expressly stated otherwise). If TOM makes changes to the fees for the Service or any Feature, including by adding additional fees) on a going-forward basis at any time, TOM will provide you advance notice of such changes. If you do not accept such changes, TOM has the right to discontinue providing the affected part or Feature of the Service to you. TOM or a third party payment processor will charge the payment method you specify at the time of purchase. You authorize TOM or a third party payment processor to charge all sums described herein to such payment method. If you pay any applicable fees with a credit card, TOM or a third party payment processor may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

6. **FEEDBACK**

You have no obligation to provide TOM with any feedback, ideas or suggestions concerning the Service (collectively, "**Feedback**"). Nevertheless, to the extent you provide any Feedback, you hereby grant TOM and TOM affiliates, and our respective officers, directors, employees, consultants, subsidiaries, and agents (collectively, "**TOM Entities**") a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, sublicensable (through multiple tiers of sublicensees), assignable, and transferable license to use, copy, reproduce, distribute, modify, alter, adapt, arrange, translate, create derivative works of, publicly display, perform and communicate, and otherwise commercially exploit such Feedback, in any media format and through any media channels, for any purpose whatsoever (the "**Feedback License**"). The Feedback License shall survive any termination of this Agreement.

7. **USER SUBMISSIONS**

- 7.1. **Responsibility.** The Service permits the submission, posting, uploading or otherwise making available content, including messages, reviews, photos, video, images, folders, data, text, and other types of works ("**User Submissions**") on or through the Service for viewing by other users. You are solely responsible and liable for your User Submissions. TOM has no obligation to accept, display, review, or maintain any of your User Submissions, or enforce any of our or your Intellectual Property Rights in and to User Submissions. TOM may, for any or no reason and at any time, and without notice to you, edit, replace or delete your User Submissions, such as, but not limited to, if TOM: (a) determines that you are in breach of any provision of this Agreement or have violated (or are suspected by TOM of violating) any applicable Law; or (b) deems it helpful or reasonably necessary to comply with any applicable Law, legal process, or governmental request, to enforce this Agreement (including investigations of potential breaches thereof), detect, prevent, or otherwise address fraud or

security issues, or protect against harm to the rights, property or safety of TOM, its users, yourself or the public.

- 7.2. Content in Connection with TOM Events. Any Content (or other Intellectual Property) that you conceive, discover, author, invent, develop, reduce to practice, or otherwise create while attending a TOM Event, are subject to the terms of the then-current Participant Agreement that applies to such TOM Event. In the event of any conflict between the terms of such Participant Agreement and the terms of this Agreement in respect of a TOM Event, the terms of the Participant Agreement shall control.
- 7.3. License to User Submissions. By posting or publishing User Submissions, you hereby grant: (a) to TOM Entities a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, sublicensable (through multiple tiers of sublicensees), assignable, and transferable license to make, have made, modify, use, import, offer for sale, sell, copy, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such User Submissions, in any media format and through any media channels, for any purpose whatsoever (the "**User Submission License**"); and (b) to each user of the Service a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, non-sublicensable, non-assignable, and non-transferable license to use, reproduce, copy, modify, adapt, arrange, translate, and create derivative works of, such User Submissions for such user's own benefit and non-commercial, internal use (the "**Cross License**"). The User Submission License and the Cross License shall survive any termination of this Agreement.
- 7.4. User Submissions Representations and Warranties. You hereby represent and warrant that:
- (a) your User Submissions (i) do not infringe, misappropriate or violate any third party's Intellectual Property Rights, Moral Rights, privacy or other personal right, or any Law; (ii) do not promote illegal drugs, violate export control Laws, relate to illegal gambling, or illegal arms trafficking; (iii) are not unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and do not encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any Law, or generally inappropriate; (iv) do not involve theft or terrorism; and (v) are not otherwise malicious or fraudulent; and
 - (b) you have obtained, and will maintain during and after any termination of this Agreement, all licenses, consents, permissions and approvals required to grant the User Submission License and the Cross License. Furthermore, you (i) hereby irrevocably and unconditionally waive (and will caused to be waived), and (ii) covenant never (whether during or after the Term) to assert against TOM Entities, or any user of the Service, any Moral Right, privacy or other personal right or Intellectual Property Rights in or to your User Submissions. User Submissions will not be deemed (or treated as) confidential or sensitive to you.
- 7.5. Exposure. You understand and acknowledge that when accessing and using the Service (including the Community): (a) you will be exposed to User Submissions from a variety of sources, and that TOM is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (b) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby irrevocably and unconditionally waive, and agree to waive, any legal or equitable rights or remedies you may have against TOM with respect to (a) and (b) herein.
- 7.6. Disclaimer. We are under no obligation to edit or control User Submissions that you or other users post or publish, and will not be in any way responsible or liable for User Submissions. TOM may, however, at any time and without prior notice, screen, remove, edit, or block any User Submissions that in our sole judgment violates this Agreement or is otherwise objectionable. You understand that when using the Service you will be exposed to User

Submissions from a variety of sources and acknowledge that User Submissions may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do irrevocably and unconditionally waive, any legal or equitable rights or remedies you have or may have against TOM with respect to User Submissions. We expressly disclaim any and all liability in connection with User Submissions. If notified by a user or content owner that User Submissions allegedly do not conform to this Agreement, we may investigate the allegation and determine in our sole discretion whether to remove the User Submissions, which we reserve the right to do at any time and without notice. For clarity, TOM does not permit copyright-infringing activities on the Service.

8. COPYRIGHT POLICY

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Copyright Agent
The Reut Group – From Vision to Reality (R.A.)
HaPelech St 7
Tel Aviv-Yafo, 6816727

E-mail: office@reut-institute.org

Any notice alleging that materials hosted by or distributed through the Service infringe Intellectual Property Rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the Law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

TOM will promptly terminate without notice the Accounts of users that are determined by TOM to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice or has had User Submissions removed from the Service more than twice.

9. THIRD PARTY CONTENT AND WEBSITES

- 9.1. **Third Party Content.** The Service may enable you to view, access, link to, and use third party properties and content, which are not owned or controlled by TOM, such as other users' User Submissions ("**Third Party Materials**"), and your interaction with Third Party Materials may be subject to third party terms and policies, which are is your responsibility to review. Your interaction with and reliance on any Third Party Materials is at your sole discretion and risk.
- 9.2. **Third Party Services and Linked Websites.** TOM may provide tools through the Service that enable you to export information to third party services, including through Features that may

allow you to link your Account with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

- 9.3. Open Source Software. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components ("**Open Source Components**"). Although the Service is provided to you subject to this Agreement, nothing in this Agreement prevents, restricts, or is intended to prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder. To the extent of any conflict between this Agreement and the license terms governing any such third-party software components, the latter shall control.

10. FEATURES

TOM reserves the right to remove, modify, or add Features at any time, without any notice or obligation to you, and for any reason whatsoever. Some Features may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria determined by TOM in its sole discretion. Moreover, if TOM determines that you are in breach of any provision of this Agreement, TOM reserves the right to block you from certain Features. We make Features available because we believe it enhances the user experience of the Service; but you acknowledge and agree that just because we make a Feature available, it does not mean we endorse, or can otherwise control, every manner in which such Feature is used. A new or modified Feature may be accompanied by separate or additional licensing terms, in which case such terms will apply instead of, or in addition to, this Agreement (as set forth in such licensing terms). TOM may in its sole discretion charge for new Features and/or require additional personally identifiable information.

11. PRIVACY; ADDITIONAL TERMS

You hereby acknowledge that, in accordance with the Privacy Policy, which is hereby incorporated into, and made a part of, this Agreement, TOM may collect, obtain, store and use information about your use of the Service. Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines applicable to the Service or certain Features of the Service that we may post on or link to on the Service (the "**Additional Terms**"), such as rules applicable to particular Features of the Service. All such Additional Terms are hereby incorporated by reference into, and made a part of, this Agreement.

12. TERM

This Agreement commences on the Effective Date and will remain in full force and effect until terminated by either party in accordance herewith (the "**Term**").

13. TERMINATION

If you violate any provision of this Agreement, your permission to use the Service will terminate automatically. TOM reserves the right to immediately terminate this Agreement, or otherwise modify, suspend or discontinue your access to and use of the Service (or any part thereof) or the Service itself, for any reason whatsoever, at any time, and without notice to you, and you agree that TOM will have no liability or obligation to you for any such termination, modification, suspension, or discontinuance. Your sole remedy in the event you object to any provision of this Agreement or become dissatisfied with the Service, is to terminate this Agreement by ceasing to access and use the Service. You may

terminate your Account at any time by contacting us at hello@tomglobal.org. If you terminate your Account, you will remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination.

14. CONSEQUENCES OF TERMINATION; SURVIVAL

Termination of this Agreement shall not terminate the Participant Agreement, which shall continue in perpetuity.

Upon termination of this Agreement: (a) the License will automatically terminate; and (b) you shall immediately cease all access to and use of the Service. Termination of this Agreement shall not affect any right or liability accrued by either party as of the effective date of termination. Any provision in this Agreement that is stated to survive termination, shall survive, as will Sections 36, 7, 11 and 14 through 23 inclusive.

15. MODIFICATION

We reserve the right, at our discretion, to change the terms of this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make reasonable efforts to notify you of such change. We may provide notice through a pop-up or banner within the Service, by sending an email to any address you may have used to register for an Account, or through other similar mechanisms. Additionally, if the changed Agreement materially modifies your rights or obligations, we may require you to provide consent by accepting the changed Agreement. If we require your acceptance of the changed Agreement, changes are effective only after your acceptance. If you do not accept the changed Agreement, we may terminate your access to and use of the Service. All other changes are effective upon publication of the changed Agreement. Disputes arising under this Agreement will be resolved in accordance with the Agreement in effect at the time the dispute arose.

16. OWNERSHIP

You hereby acknowledge that the Service and its Content are (or may become) protected by Laws, treaties, and conventions governing Intellectual Property Rights. Any rights not expressly granted herein are hereby reserved by TOM and its licensors and suppliers. Except for your User Submissions, TOM or its licensors and suppliers are the sole and exclusive owners of all Intellectual Property Rights in and to the Service and the Content. Trademarks, trade names, logos, design marks, service marks, service names, trade dress, or brand names (collectively "**Marks**") displayed on or in the Service (such as, but not limited to, "TOM") are the Intellectual Property Rights of TOM or its licensors and suppliers.

17. DISCLAIMER OF WARRANTIES

THE SERVICE (WHICH, FOR THE AVOIDANCE OF DOUBT, MAY INCLUDE USER SUBMISSIONS, THIRD PARTY MATERIALS AND OTHER CONTENT), AS WELL AS ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY TOM, ARE PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUALITY OF SERVICE, NON-INFRINGEMENT, REGARDING LATENT DEFECTS, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE AND (ii) ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY TOM

ENTITIES, AND TOM'S LICENSORS AND SUPPLIERS.

IN ADDITION, NEITHER THE TOM ENTITIES NOR TOM'S LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION:

- 17.1. REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SERVICE AND SAID OTHER ITEMS;
- 17.2. THAT YOUR USE OF THE SERVICE, OR SAID OTHER ITEMS, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR WILL BE UN-INTERRUPTED, SECURE OR ERROR-FREE; OR
- 17.3. THAT THE FOREGOING WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING TOM OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER SERVICE USERS, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED WEBSITES OR SERVICES AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT.

Some jurisdictions may not allow the disclaimer of certain implied warranties or conditions, and to the extent applicable to you, TOM limits the duration of such warranties and conditions to the duration of ninety (90) days from date of delivery of the Service to you. You acknowledge and agree that this Section (*Disclaimer of Warranties*) is an essential basis of the bargain between you and TOM.

18. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the TOM Entities, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of, or inability to use, the Service; (ii) your User Submissions; (iii) your interaction with any Service user; (iv) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable Law or regulation; (v) your infringement, misappropriation, or violation of any third-party right, including without limitation any Intellectual Property Rights, Moral Rights, publicity, confidentiality, property or privacy right; or (vi) any disputes or issues between you and any third party arising out of or in connection with your use of the Service. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

19. LIMITATION OF LIABILITY

19.1. IN NO EVENT WILL ANY TOM ENTITIES BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR:

(A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE

DAMAGES;

(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;

(C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; OR

(D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

19.2. THE COMBINED AGGREGATE LIABILITY OF TOM ENTITIES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED TEN U.S. DOLLARS (USD \$10).

19.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF A TOM ENTITY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY).

19.4. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply.

19.5. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TOM.

19.6. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR OF YOU BECOMING AWARE (OR THE DATE ON WHICH YOU SHOULD REASONABLY HAVE BECOME AWARE) OF THE CAUSE OF ACTION. OTHERWISE, YOU AGREE THAT SUCH CAUSE OF ACTION SHALL BE DEEMED PERMANENTLY BARRED.

20. GOVERNING LAW AND JURISDICTION

The following sentence shall apply to the extent your use of the Service takes place in Israel: This Agreement is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of Laws, and to the extent that any lawsuit or court proceeding is permitted hereunder, any and all disputes in connection with this Agreement shall be submitted to the exclusive and personal jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel Aviv, Israel. The following sentence shall apply to the extent your use of the Service takes place outside of Israel: This Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to its laws pertaining to conflict of Laws, and to the extent that any lawsuit or court proceeding is permitted hereunder, any and all disputes in connection with this Agreement shall be submitted to the exclusive and personal jurisdiction of the federal and state courts located in New York County, New York.

You hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts set forth above and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.

21. DISPUTE RESOLUTION AND ARBITRATION

Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding bilateral arbitration in Tel Aviv, Israel under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in

accordance with said rules. The arbitrator will be bound by the provisions of this Agreement, and in no event shall the arbitrator have the authority to make any award or grant relief that is inconsistent with what this Agreement provides. Prior to his/her appointment, the arbitrator shall be made aware of the terms of this Agreement. Upon rendering a decision, the arbitrator shall state in writing the basis for the decision. The arbitrator's decision shall be final, non-appealable, and binding upon the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary herein, either party may apply to any court of competent jurisdiction for equitable relief without breach of this arbitration provision or this Agreement. If this Section (*Dispute Resolution and Arbitration*) 21 is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 20 (*Governing Law and Jurisdiction*) shall govern any action arising out of or related to this Agreement.

22. **GENERAL**

- 22.1. **Entire Agreement**. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral or written understandings and statements by the parties with respect to such subject matter.
- 22.2. **Assignment**. TOM may assign this Agreement (or any of its rights and obligations hereunder) without your consent and without notice. This Agreement is personal to you, and you shall not assign this Agreement (or any of its obligations or rights hereunder) without TOM's prior express written consent in a duly signed writing. Any prohibited assignment shall be null and void.
- 22.3. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 22.4. **Remedies**. Except as stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.
- 22.5. **Waiver**. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by TOM, the writing must be duly signed by TOM), and shall be valid only in the specific instance in which given.
- 22.6. **Relationship**. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.
- 22.7. **Notices**. You agree that TOM may send you notices by email, by regular mail, via postings on the Service, or via your Account. Except as stated otherwise in this Agreement or required by law applicable to you, you agree to send all notices to TOM, to The Reut Group – From Vision to Reality (R.A.), HaPelech St 7, Tel Aviv-Yafo, 6816727 and hello@tomglobal.org.

- 22.8. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement (for example, TOM Entities), there shall be no third-party beneficiaries to this Agreement. You further acknowledge and agree that some of TOM's suppliers or licensors may, in their agreements with TOM, be entitled to enforce certain rights and usage restrictions against users of the Service, and, to that extent, such suppliers and licensors shall have the right to enforce such rights and restrictions directly against you.
- 22.9. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. All notices from TOM intended for receipt by you will be deemed delivered and effective when sent to the email address you provided during the registration process or when posted to and made available to you on the Service. If you change the email address provided in connection with your registration to access and use the Service, you must update your address in accordance with the procedures set forth on Service. By providing your mobile number to us, you consent to receive text messages at that number as requested for Account verification, message notifications, and other purposes related to the Service. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.
- 22.10. Contact Information. The Service hereunder is offered by Tikkun Olam Makers, an initiative of The Reut Group – From Vision to Reality (R.A.) Group located at HaPelech St 7 Tel Aviv-Yafo, 6816727. You may contact us by sending correspondence to the foregoing address or by emailing us at office@reut-institute.org.
- 22.11. Notice to California Residents. If you are a California resident, you may have this Agreement mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for this Agreement. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

23. DEFINITIONS.

"**Community**" means the Site's online community network which includes uploading and downloading files, discussions in the forums, etc.

"**Content**" means the text, data, sounds, videos, audio clips, visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), and other content and elements generated or otherwise provided on or through the Service.

"**Feature**" means any module, tool, and/or feature of the Site (such as the Community, the *Open Makers Market*[™], etc.).

"**Intellectual Property**" means any and all inventions, discoveries, improvements, new uses, works of

authorship, technical information, data, technology, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, computer software and programs (including object code, source code, and non-literal aspects), algorithms, architecture, records, documentation, and other similar intellectual property or technology, in any form and embodied in any media, anywhere in the world, and whether or not protectable or registrable.

"Intellectual Property Rights" means any and all rights, titles, and interests in and to Intellectual Property, including without limitation patents, copyright and similar authorship rights, Moral Rights (defined below) and other personal rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing; (b) all goodwill associated with the foregoing; and (c) all past, present and future claims and causes of action arising out of or related to infringement, misappropriation or violations of any of the foregoing.

"Invention" means any Intellectual Property conceived, discovered, authored, invented, developed, reduced to practice, or created by one or more Participants, solely or in collaboration with others, while attending a TOM Event.

"Law" means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule of any jurisdiction.

"Moral Rights" means any rights of paternity or integrity, any right to claim authorship of a work, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such would be prejudicial to the honor or reputation of the creator of the work, and any similar right, existing under judicial or statutory law of any jurisdiction, or under any treaty (as may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like).

"Participant" means any person that attends a TOM Event.

"Privacy Policy" means TOM's then-current privacy policy available at tomglobal.org/privacypolicy/.

"Service" means, collectively, the Site and Features. References herein to the Service shall be taken to be the Service in whole or in part.

"Site" means www.tomglobal.org, together with its subdomains and any related websites.

"TOM Event" means any event, meeting or project (including those accessible online via the Service) sponsored or organized by TOM, one of its affiliated partners, or another user of the Service, such as a Makeathon (as defined in the Makeathon License Agreement) or a developer group meeting.

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