



# Terms of Use

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- 2. Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
- 3. Ability to Accept Terms.** The Site is only intended for individuals aged thirteen (13) years or older. If you are under 13 years please do not visit or use the Site. If you are between 13 and 18 years of age, then you must review these Terms with you parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.
- 4. Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.

**5. Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

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**13. Indemnity.** You agree to defend, indemnify and hold harmless Illusive and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; or (ii) your violation of these Terms.

**14. Term and Termination.** These Terms are effective until terminated by Illusive or you. Illusive, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Illusive shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 14 and Sections 7 (Intellectual Property Rights), 10 (Privacy), 11 (Warranty Disclaimers), 12 (Limitation of Liability), 13 (Indemnity), and 15 (Independent Contractors) to 17 (General) shall survive termination of these Terms.

**15. Independent Contractors.** You and Illusive are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Illusive. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Illusive.

**16. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Illusive without restriction or notification to you.

**17. General.** Illusive reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Illusive shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel-Aviv, Israel and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Illusive may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Illusive concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Last updated: November, 2017**

## Solutions & Services

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Services

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