

## Terms of Use

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In addition to these Terms, please also review our Privacy Policy, available at [www.mocart.io](http://www.mocart.io), which these Terms are incorporated hereto by reference, along with such other policies of which you may be notified of by us from time to time.

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The Website may contain links to websites or pages that are not maintained by Company. Links to third party websites are provided for your convenience and information only. Third party web sites are not under the Company's control and the Company is not responsible for the content or accuracy of those sites or the products or services offered on or through those sites. The inclusion of a link through the Website does not imply the Company's endorsement of the third party website or that the Company is affiliated with the third party website's owners or sponsors.

You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites, resources or advertisements, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. We recommend that you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

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#### **8. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE COMPANY (INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMLPOYEES AND AGENTS) BE

LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE WEBSITE, OR IMPROPER USE OF THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE COMPANY MAY CHANGE THE WEBSITE IN WHOLE OR IN PART IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU WHATSOEVER IN CONNECTION THEREWITH.

## **9. INDEMNITY**

You agree to indemnify, defend, and hold harmless the Company and its affiliates and their respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Website; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use of the Website shall be in compliance with all applicable laws, regulations and guidelines and shall not be intended to damage, disable, overload or impair the Website or the servers on which it is hosted.

## **10. CHANGES TO THE TERMS**

These Terms may be subject to periodical revisions or amendments, from time to time with or without notice, at our sole discretion; we encourage you to review the Terms regularly. The last revision will be reflected in the "Last Updated" heading. Your continued use of our Website following any such amendments will be considered as your consent to the amended Terms. At all times, the latest version of these Terms shall be binding and prevail over any other version.

## **11. MISCELLANEOUS**

These Terms constitute the entire agreement between the parties concerning the subject matter hereof. These Terms shall be governed by the laws of the state of Israel without giving effect to any principles of conflicts of laws thereof, and the eligible courts in Tel Aviv, Israel, shall have exclusive jurisdiction over all disputes between the parties related to these Terms. You may not assign or otherwise transfer by operation of law or otherwise these Terms or any right or obligation herein without the express written consent of the Company. The Company expressly reserves its right to assign or transfer these Terms and to delegate any of its obligations hereunder at its sole discretion. If any part of these Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable according to its terms. The failure of the Company to act with respect to a breach of these Terms by you or others shall not constitute a waiver and shall not limit the Company's rights with respect to such breach or any subsequent breaches.