

DISCLAIMERS AND TERMS OF USE

These terms of use, together with any other agreements or terms incorporated by reference, including our Privacy Policy (available at www.parenting-wisdom-courses.com/bottle-refusal/privacy-policy) (the “Terms”) set forth the basis on which you are permitted to access and use the website located at www.parenting-wisdom-courses.com, and at <https://parenting-wisdom.teachable.com/>, on our mobile, tablet and other software applications (such as our Facebook pages, apps downloaded from the Apple Services Store or Google Play etc.) and any other platform on which we might offer our services through, including, without limitation, any patches, revisions, updates, upgrades or replacement thereto and associated services (the “Platform”) provided to you by Keren Farkash-Sobel and Keren Farkash-Bostedt, operating under the business names “Bottle Without Battle - BWB” and “Parenting Wisdom”. Keren Farkash-Sobel serves as the primary professional content developer for the digital courses and holds certification in applied behavior analysis in Israel, without additional certifications or qualifications from outside Israel. Keren Farkash-Bostedt, who appears in course videos, serves as the course representative and holds a degree in communications and marketing in Israel (“we” or “us”).

These Terms constitute a binding and enforceable legal contract between The Service and You. By using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term “You” will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

1. Definitions

- 1.1. **“Account”** means an online account registered by you for the purpose of using the Services. An account may be created on the Platform or on any third-party platform, as the Service may enable from time to time.
- 1.2. **“Payment Method”** means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.
- 1.3. **“Digital Course Services”** means video and text content and courses for dealing with bottle refusal made available through the Platform for purchase and self-directed learning, without accompanying support services.
- 1.4. **“Consultation Services”** means personalized advice and guidance services, which we may market, sell, or refer you to, and which shall be provided by independent third-party consultants who have been pre-approved by the Service, purchased separately from Digital Course Services.
- 1.5. **“Service”** means the Digital Course Services and the Consultation Services, or any other services which may be offered and/or operated by us, as applicable.

2. The Services

- 2.1. The Services provides (i) valuable content, including bottle refusal tips and other written articles, and online courses available for a subscription fee on a self-service basis; and (ii) separately available Consultation Services through option to contact with independent third-party consultants (“Consultants”) who have been pre-approved by the Service as part of a rigorous screening process, for paid bottle refusal consultancy services to parents and caregivers seeking their professional advice. Digital Course Services and Consultation

Services are offered separately and require separate purchases.

- 2.2. All Consultants act as independent contractors providing services on their own behalf and not as agents, employees, or representatives of the Service. The Service does not control the manner or means by which Consultants provide their services and makes no representations or warranties regarding the quality, accuracy, or effectiveness of any consultant services.
- 2.3. We may update the Services from time to time at our discretion, including adding or removing functions, content or courses.

3. **Registration and User Account**

- 3.1. **Establishing an Account.** At this time, and until otherwise requested by the Service, the use of our Services will require leaving your name and address for the registration for our courses, and email address, baby's age and birthdate for the registration to a newsletter only (no personal area on the website will be available). When an Account becomes available and required, you must complete the registration process by providing current, complete and accurate information as prompted by the applicable registration form and must keep all information in your account, including email address and contact information, up to date. When available, you may also use an approved third-party social networking service, such as Facebook or Google, to register through its registration page and you will be obligated in respect to and of its registration process.
- 3.2. **Right to Access.** For such time as these Terms are in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Services and Platform solely for your own personal and non-commercial use, and provided that you comply with the provisions of these Terms. Access to purchased course content is granted for the limited time period specified on the applicable sales pages at the time of purchase. We reserve the right to terminate or delete inactive accounts after one (1) year from your purchase, or after any other period of time, at our sole discretion. Except for the foregoing right, nothing under these Terms grants you any right or licenses to any of the Service's or third party's intellectual property rights.
- 3.3. **Account Information.** you must safeguard and not disclose your Account username and password and you must supervise the use of such Account. you must provide us accurate and complete information in order to create an Account. you agree to keep your Account information up to date and accurate. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY AND SECURITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.
- 3.4. **Deletion of Account.** you may ask us to delete your Account at any time. Any information and data entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve disputes and enforce our agreements, all in accordance with our Privacy Policy (unless we are instructed otherwise).
- 3.5. **Use of Data.** The Service may collect and process personal and other usage data, all in accordance with the terms detailed in our Privacy Policy [<https://parenting-wisdom-courses.com/wp-content/uploads/2025/08/BWB-Services-Privacy-Policy-31.07.2025-f.pdf>]
- 3.6. **Ability to Accept.** The Services are only intended for individuals aged eighteen (18) years or older. If you are under 18 years, please do not use the Services. If you wish to provide access

to your Account to any individual which is under the age of 18, then you must make sure his/her parent or guardian understand these Terms and specifically giving their consent before using the Services.

4. Digital Course Terms

- 4.1. Digital courses offered through the Platform are provided as informational content only, without any accompanying support services. Your payment for digital courses grants you access solely to view course content within the course website platform.
- 4.2. Beyond viewing course materials, we assume no obligation to provide any consultation, personal advice, or individual support services. Course content is provided on a self-service basis.
- 4.3. If you contact customer service with questions regarding course content, we have no obligation to respond to such inquiries. We may, at our sole discretion, direct you to our personal consultation services to receive answers to your questions.
- 4.4. Should we choose to respond to your course-related inquiries, any such response is provided as a courtesy without any obligation on our part. Such responses: (a) are provided beyond the scope of your payment; (b) carry no personal liability or responsibility; (c) do not constitute personal consultation or advice; and (d) may be discontinued at any time, at which point we may direct you to engage our personal consultation services.
- 4.5. Users acknowledge that digital course purchases do not include any entitlement to ongoing support, personal guidance, or individualized assistance beyond access to the pre-recorded course materials.

5. User Obligations and Restrictions

- 5.1. **Obligations.** In connection with your use of the Services, you agree to comply with all applicable laws, rules and regulations, including those regarding data privacy and intellectual property rights.
- 5.2. **License.** You grant us a worldwide, non-exclusive license to host, copy and use any information or data provided by you to the Service in order to provide you with the Services. Subject to this limited license we do not acquire any right in your data and you, or your licensors retain all rights and ownership to your data. You warrant that you have full rights to provide to us any data that you provide through the Services. The Services are not intended to be used as storage, backup or archiving services. To the extent relevant, it is your responsibility to back up your data and you are responsible for any lost or unrecoverable user data.
- 5.3. **Restrictions.** As a condition to your right to access and use the Services and the Platform, you must not misuse the Services. For example, you may not, whether by yourself or anyone on your behalf (a) sell, resell, or lease the Services or access or attempt to access the Services by any means other than the interface we provided or authorized; (b) circumvent any access or use restrictions put into place to prevent certain uses of the Services; (c) use the Services to store, share or transmit content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights; (d) attempt to disable, impair, or destroy the Services, or Platform; (e) reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so; or (f) transfer, assign, share, or otherwise provide access to purchased course content or course access rights to

any third party, whether for consideration or gratuitously, including but not limited to sharing login credentials or allowing others to use your account to access the Services.

- 5.4. **Linking.** The Service permits you to link to the Platform or to any content provided through it, provided that: (i) you link to (but do not replicate) any page on this Platform; (ii) the hyperlink text shall accurately describe the content as it appears on the Platform; (iii) you shall not misrepresent your relationship with the Service or present any false information about the Service, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior written consent to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the platform from which you link to the Platform does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property rights; and/or (vi) you, and any such third party platform, comply with these Terms and applicable law.

6. Payments and refunds

- 6.1. All Digital Course Services and Consultation Services offered through the Platform are subject to separate pricing displayed at the time of purchase. Unless otherwise specifically stated, prices are stated in USD and are subject to change at any time without prior notice. Payment for Digital Course Services and Consultation Services must be made separately and in full at the time of each respective purchase using a valid Payment Method. By providing payment information, you authorize the Service to charge the applicable fees to your payment method. Any discounts, promotional codes, or coupons provided to you are personal and non-transferable, and may not be assigned, shared, or otherwise transferred to any third party.
- 6.2. All payments are processed through secure third-party payment processors. The Service does not store your complete payment information on its servers. You agree to provide current, complete, and accurate payment information and to promptly update such information if it changes.
- 6.3. You are responsible for any applicable taxes, duties, or government charges related to your purchase of the Services, except for taxes based on The Service's net income.
- 6.4. **Course Access.** Upon successful payment, you shall receive immediate access to the purchased course content for the limited time period specified on the applicable sales pages at the time of purchase.

6.5. Cancellation and Refund Process:

- 6.5.1. Course cancellations may be requested by contacting our customer service via our email - keren.bwb@gmail.com. Cancellation will only be effective upon receipt of a written confirmation from the Service acknowledging the cancellation request.
- 6.5.2. You shall have the right to cancel your course subscription within seven (7) days only from the completion of the purchase. No cancellation will be allowed after the lapse of 7 days from the purchase of the course.
- 6.5.3. It is hereby clarified that Consultation Services are purchased separately from Digital Course Services and are subject to different cancellation terms. Cancellation of Consultation Services may be requested by contacting our customer service via our email - keren.bwb@gmail.com. The following cancellation and refund policy applies to Consultation Services: Cancellations made at least twenty-four (24) hours before the scheduled consultation session shall entitle the user to a full refund of the consultation fee; Cancellations made between twenty-four (24) hours and one (1)

hour before the scheduled consultation session shall incur a thirty percent (30%) cancellation fee, with the user receiving a seventy percent (70%) refund of the consultation fee; Cancellations made within one (1) hour before the scheduled consultation session shall incur a fifty percent (50%) cancellation fee, with the user receiving a fifty percent (50%) refund of the consultation fee; and Once a consultation session has commenced, no refunds shall be issued regardless of the duration or completion status of the session.

7. Intellectual Property Rights

- 7.1. **Retention of Rights.** All rights not expressly granted to you under these Terms are reserved by The Service. We reserve all rights, title and interest to the Services, the Platform and any of their related intellectual property rights. These Terms do not convey to you an interest in or to The Service's intellectual property rights. Nothing in the Terms constitutes a waiver of The Service's Intellectual Property Rights under any law.
- 7.2. **Use of Content.** Content contained as part of the Services and/or displayed on the Platform is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein. In any event you wish to use, publish, copy, distribute, transmit, broadcast, display or otherwise exploit such Content, please be in touch with us in order to receive our written consent.
- 7.3. **Feedback.** To the extent you provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services. We reserve the right, in our sole discretion, to remove, edit, or decline to publish any negative reviews or feedback that we deem inappropriate, inaccurate, or detrimental to our business interests.
- 7.4. **Copyright Policy.** We respect the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 ("**DMCA**") and other applicable laws, we have adopted a policy of, without notice, restricting access to or deleting content that infringes or deemed as infringing a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work. If you believe that anything on the Services infringes any copyright that you own or control, you must first notify us of such alleged infringement before taking any other action, and only thereafter, you may file a notice of such infringement, in compliance with the requirements of 17 U.S.C. 512(c)(3) to the Service. To file a notice of infringement with us, the requirements specified in Title II of the DMCA must be fulfilled. The text of this statute can be found at the U.S. Copyright Office website, located at: <https://www.copyright.gov>.

8. Indemnification.

You will indemnify, defend, and hold us and/or affiliates, employees, independent contractors, officers, directors, agents, successors and assigns harmless from and against any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees)(each, a "Claim") arising out of or relating to any claim or action based upon a breach of these Term by you.

We shall:

- (a) provide you with prompt written notice of any Claim:
- (b) permit you to control the defense and settlement of any Claim but only if you meet the costs in full of any such defense or settlement; and
- (c) not enter into any settlement or compromise of any Claim without your prior consent.

9. **Important Disclaimers**

- 9.1. The Services is designed to help parents and caregivers overcome bottle refusal challenges and establish successful bottle-feeding routines for babies. We believe the information we and our Consultants dispense is accurate and reliable; however, in some instances the information may represent opinions or judgments based on professional and personal experience in bottle refusal resolution. The Service is not responsible for any errors or omissions in reporting or explanation.
- 9.2. Any information from the Platform website or Services is not intended to diagnose, treat, cure, or prevent any disease or illness. the Platform and the Services are for information purposes only.
- 9.3. Any responses, guidance, or assistance provided by us, the Service operators, through direct communication channels, including but not limited to email support, personal messages, or other individual correspondence, are provided solely for general informational purposes. It is also clarified that our Consultation Services only include selling and referring service by which we connect you with third-party consultants, who will provide you with guidance on their own responsibility. Any communications made by us, do not constitute professional consultation, personalized advice, or individualized guidance services. Recipients of such communications acknowledge that: (a) any information provided is general in nature and not tailored to specific circumstances; (b) such communications do not establish a professional service relationship beyond the standard Platform services; (c) the Service operators assume no responsibility for decisions made based on informal communications; and (d) users seeking professional consultation services must engage through the formal Consultation Services offerings and established consultant arrangements as described in these Terms.
- 9.4. All Digital Course Services content, materials, and information provided through the Platform, whether in video, text, or any other format, are offered solely for educational and informational purposes. Such content does not constitute professional advice, consultation, personalized advice, or individualized guidance services of any kind. Users acknowledge that Digital Course Services materials are general in nature and not tailored to specific individual circumstances or needs. No professional service relationship is established through the purchase or consumption of Digital Course Services content, and users must not rely on course materials as a substitute for professional consultation or advice.
- 9.5. All consultants, including those recommended or referred by the Consultation Services, operate as independent contractors and not as employees, agents or representatives of the Service. Any advice, guidance, recommendations or instructions provided by consultants, whether through direct consultation sessions or otherwise, are the sole responsibility of the individual consultant. We make no representations or warranties regarding, and assumes no liability for, any consultant's advice, recommendations, or services, even if such consultant was recommended or referred by us. Users acknowledge and agree that: (a) consultants operate independently and separately from us; (b) We do not supervise, direct or control consultants' professional judgment or services; (c) any reliance on consultant advice or recommendations is at the user's sole risk and discretion; and (d) users must independently verify any consultant's credentials, expertise and recommendations with appropriate

medical or healthcare professionals.

- 9.6. No certification, credential, or professional qualification is provided to any participant upon completion of any course or program offered through the Digital Course Services.
- 9.7. We do advise to seek medical advice before using any of our Services. Our information does not replace medical advice received. Our Services are not intended to replace the services offered to you by your medical provider. For the avoidance of doubt, our Services are not a substitute for licensed professionals such as doctors, lactation consultants, speech therapists, or other qualified healthcare providers who can physically examine your baby and provide diagnosis and treatment tailored to specific difficulties.
- 9.8. By using our Platform and/or Services you agree not to use such without consulting with a medical professional regarding our Platform or Services. If you suspect that your child has a medical or any other unusual condition, please consult with your baby's doctor before or during your use of any of our Services. If any such event occurs or suspected, you should discontinue use immediately until medical or other professional clearance is obtained. Professional advice should always be sought for specific conditions and specific circumstances. Our Services cannot replace the individualized assessment and care provided by licensed healthcare professionals, including but not limited to pediatricians, lactation consultants, speech-language pathologists, or feeding specialists who can conduct in-person evaluations and provide personalized treatment plans.
- 9.9. In the event of any conflict or inconsistency between information provided through our Services and guidelines, recommendations or instructions provided by your healthcare provider, medical professional, pediatricians, lactation consultants, speech-language pathologists, feeding specialists or official health authority guidelines applicable to you, you must follow the guidance of your expert advisor, healthcare provider, medical professional or applicable health authority. Any decision to disregard or act contrary to such professional medical guidance is made solely at your own risk and liability. The Service shall not be liable for any consequences resulting from your decision to deviate from professional medical advice or official health guidelines.
- 9.10. Throughout our Services, various exercises and activities may be suggested or demonstrated. You acknowledge and agree that you are solely responsible for assessing your own capabilities and those of your baby before attempting any exercises, movements or activities suggested through the Services. You must not perform any activity that you believe could compromise your safety or your baby's safety, including but not limited to feeding while sitting on exercise/physio balls, feeding during bath time, or any other activity that you deem potentially risky. We assume no responsibility or liability for any injury or harm that may result from attempting any exercises, movements or activities suggested through the Services. You agree to use your own judgment and exercise reasonable caution when implementing any suggestions or demonstrations provided through the Services.
- 9.11. Never disregard professional health or medical advice or delay in seeking medical treatment due to information obtained from the Platform or through the Services.
- 9.12. Should there be any medical concerns or emergencies, we urge you to seek urgent medical advice, do not rely on the Platform or Services for such issues.
- 9.13. You assume full responsibility for the use of the Platform and the use of the Services. It is provided with the understanding that neither the Service, nor the Consultants or our officers shall be liable or responsible to any person or entity for loss or damage caused, or alleged to have been caused, directly or indirectly by or from the information or ideas

contained, suggested or referenced by our content, courses, consultants, managers or officers.

- 9.14. Security measures have been implemented to ensure the safety and integrity of the Digital Course Services. However, despite this, information that is transmitted over the Internet may be susceptible to unlawful access and monitoring. We give no guarantee of any kind concerning the content on our Digital Course Services or Platform.
- 9.15. FOR THE AVOIDANCE OF DOUBT, ALL CONTENT AND SERVICES PROVIDED BY US, ARE SUBJECT TO THE DISCLAIMERS PROVIDED UNDER THIS SECTION 9. BY USING THE PLATFORM OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS SET FORTH IN OUR DISCLAIMER.
- 9.16. THE SERVICES ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.
- 9.17. OTHER THAN AS EXPRESSLY STATED IN THESE TERMS WE DO NOT WARRANT THAT THE PLATFORM AND/OR SERVICES WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.
- 9.18. The Digital Course Services and/or the Platform may present, or otherwise allow you to view, access, link to, and/or interact with, content owned by and/or services proposed by third parties and other sources that are not owned or controlled by us ("**Third Party Content**"). The Digital Course Services and/or the Platform may also enable you to communicate with the related third parties. The Service utilizes Teachable as a third-party platform for offering courses for sale, course content delivery, Consultation Services for sale, scheduling and management and ongoing access to purchased course materials, and users may be directed to Teachable's platform to complete course purchases, access course content following purchase and schedule Consultation Service meetings. The Platform may also include recommendations for third-party products, services, or purchases. The display or communication to you of such Third Party Content, or any recommendations for third-party purchases, does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Content, third-party products, services, or purchases, or third party, or by such third party of the Service, and nor any affiliation between us and such third party. We do not assume any responsibility or liability for Third Party Content, third-party purchases, products or services, or any third party's terms of use, privacy policies, actions, omissions, or practices. We make no representations or warranties regarding the quality, safety, legality, or suitability of any third-party products, services, or purchases that may be recommended through the Platform or Digital Course Services. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity.
- 9.19. Users acknowledge and understand that Keren Farkash-Sobel, who serves as the primary course content developer, holds certification in applied behavior analysis granted in Israel and does not possess medical, lactation, speech therapy, healthcare, or other certification or qualification. As broadly stated above, all course content is provided for informational and educational purposes only and does not constitute medical or other professional healthcare guidance. Keren Farkash-Bostedt, who appears in course videos, serves as the course representative and marketing capacity for the Services and does not develop course content

or provide professional advice of any kind.

10. Limitation of Liability

- 10.1. IN NO EVENT WILL THE SERVICE BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF THE SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. IN NO EVENT WILL THE SERVICE HAVE ANY LIABILITY TO YOU FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE PLATFORM OR SERVICES.
- 10.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY EVEN IF THE SERVICE HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND REGARDLESS OF THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.
- 10.4. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. Some jurisdictions do 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. Furthermore, nothing in these Terms shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

11. Term and Termination

- 11.1. **Term.** These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated.
 - 11.2. **Termination.** You may stop using the Services at any time and you may delete your Account. We may suspend or terminate your access to the Services at any time at our discretion and without notice if you do not comply with these Terms. Access to purchased course content is granted for the limited time period specified on the applicable sales pages at the time of purchase, as further detailed in Section 3.2. We reserve the right to terminate or delete inactive accounts after any period of time at our sole discretion, in accordance with the provisions set forth in Section 3.2. If you wish to terminate your account, you may do so by providing written notice of termination through the Services and subsequently deleting the Services from your device and/or ceasing from entering the Platform. If you terminate your Account, your data will be removed from the Service, however, deletion may not be immediate, and The Service may continue keeping your information in its records for audits and other administrative purposes.
 - 11.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.
12. **Third Party Software.** you acknowledge and agree that the Services may include, or require you to install and use, certain publicly available software ("**Third Party Software**"), as specified on the Platform, in the documentation and on the Platform. You agree to be bound by the terms governing

the Third-Party Software with regards to the use thereof. The Service does not, and shall not, assume any responsibility or liability with respect to any Third-Party Software, its integrity, completeness, accuracy, reliability and/or quality, and The Service does not guarantee or assume any responsibility or liability that any such Third-Party Software will function as described by the third party providing it. Furthermore, The Service does not, and shall not, assume any responsibility or liability to any content offered, published, displayed and/or suggested through any Third-Party Software.

13. Code of Conduct and Ethics

You hereby approve that you are aware that the Services may take place and/or be provided through browsing and/or accessing internet platforms that enable interaction with additional users (such as Zoom calls, Facebook and WhatsApp groups, and the like). Upon registration as a candidate for participation in the Service and during participation in any Service, each candidate and/or participant declares and undertakes that they will act and behave in an appropriate, professional and courteous manner towards their fellow participants who participate in the Service together with them and towards the Service managers, and among other things, each candidate and/or participant undertakes:

- 13.1. To create friendly contact with their fellow Service participants and to maintain reliability and integrity towards other participants in the Service. It is forbidden to present false representations, misleading information or any information whose purpose is to mislead others;
- 13.2. Not to persuade any other participant in any way whatsoever, whether directly or indirectly, by themselves and/or through anyone on their behalf, to leave the Service, to stop their participation in the Service and/or to perform any inappropriate, illegal action and/or which would harm the proper operation of the service and/or harm the service managers or any other participant;
- 13.3. Not to advertise their professional services and/or perform any marketing activity on behalf of any business entity during their participation in the Service;
- 13.4. Not to approach other participants in the Service with any business proposal whatsoever even after the end of the Service;
- 13.5. To maintain absolute confidentiality and not to transfer to any third party whatsoever content and/or information they received from us and/or anyone on our behalf within the framework of any Service, including any content related to the Services, unless explicit written approval has been received from us, and subject to the terms of that approval; and
- 13.6. Not to perform any action which, in the opinion of the Service managers or the companies operating the Platforms through which the Service is performed, is prohibited.
- 13.7. A participant in the Service who behaves in a manner contrary to the behavioral terms detailed above may result in their removal from the Service on a one-time and/or permanent basis as well as the imposition of additional sanctions at our discretion.

14. General

- 14.1. **Governing Law and Jurisdiction.** The use of the Services and/or the Platform as well as the interpretation and application of these Terms will, be governed solely by the laws of the State of Israel, without any reference to conflict of law provisions. Prior to initiating any legal proceedings, any dispute, controversy, or claim arising out of or relating to these Terms, the Services, or the Platform must first be submitted to binding mediation. The mediator shall be

appointed by the Service from a list of qualified mediators, and the mediation shall be conducted online. Each party shall bear its own costs and expenses in connection with the mediation proceedings. If mediation fails to resolve the dispute within sixty (60) days of commencement, then you hereby consent to the exclusive jurisdiction and venue of courts in Haifa, Israel, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Services and/or the Platform. The use of the Services and/or the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph. The Service or its affiliate may bring suit for payment in the country where Your entity is located. you and The Service agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

- 14.2. **Changes to Terms.** The Service may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. you are responsible for checking the Platform regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.
- 14.3. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- 14.4. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.
- 14.5. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and The Service.
- 14.6. **Entire Agreement.** These Terms contain the entire agreement between The Service and you relating to your use of the Services and supersedes any and all prior agreements between The Service and you in relation to the same. you confirm that, in agreeing to accept these Terms, you have not relied on any representation except as has expressly been made by The Service in these Terms.
- 14.7. **Assignment.** you may not assign your rights or delegate your obligations under these Terms without The Service's prior written consent. Any purported assignment contrary to this section will be null and void. The Service may assign its obligations hereunder.
- 14.8. **No Third-Party Rights.** There are no third-party beneficiaries to these Terms. Without limiting this section, Users are not third-party beneficiaries to your rights under these Terms.