

## **Afimilk Website Terms of Use**

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"you" or "your" means an individual adult user of the Website and/or the Services, any legal entity on whose behalf such individual is acting or the parent or guardian of any minor whom such adult allow access to the Services, and for whom such adult will be held strictly responsible. We do not accept registration from users who are under 13 years of age. By registering to, or using, any of the Services you attest that you are, and any minor whom you allow access to the Services is, at least 13 years old.

Please read these Terms carefully.

### **1. General; Acceptance; Modifications**

- 1.1. These Terms govern your access to and use of the Website and the Services. Additional terms and conditions of use applicable to specific areas of the Website may also be posted in such areas and, together with these Terms, govern your use of those areas and the Services available therein.
- 1.2. By registering or using any of the Services you signify your assent to both these Terms and our [privacy policy](#) (the "Privacy Policy"), and which is incorporated herein by reference, as may be updated by us from time to time, at our sole discretion. Your continued use of the Website and/or the Services will be deemed acceptance to any amendment or update to these Terms and/or the Privacy Policy. If at any time the terms and conditions of these Terms or the Privacy Policy are no longer acceptable to you, you should immediately cease all use of the Website. Any information that you provide to us while registering to or using the Website or any of the Services will be governed by these Terms and the terms of the Privacy Policy.
- 1.3. We reserve the right to change, update or cease to operate or provide the Website and/or any of the Services at any time.

## **2. Intellectual Property Rights; Use of Content**

- 2.1. You acknowledge that the Website contains information, photographs, audio and video clips, graphics, trademarks, service marks, logos, links and other material (collectively, the "Content") that are owned by, or licensed to us, and shall remain our or the respective licensor's sole and exclusive property, and that are protected under copyright, trademark and other applicable laws and international conventions. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Website.
- 2.2. You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in these Terms.
- 2.3. You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You shall not store electronically any significant portion of any Content, except as expressly permitted by the applicable copyright laws. No copying, storage, redistribution or publication of any Content is permitted without the express permission of Afimilk. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on such use.
- 2.4. Should you provide us with any comments or suggestions for the modification, correction, improvement or enhancement of the Website and/or any of the Services ("Suggestions") then, subject to the terms and conditions of these Terms, you hereby grant us a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such Suggestions in any manner we choose, without reference to the source of such Suggestions. You hereby irrevocably convey to us all right, title and interest to any modification, adaptation, innovation, derivation, improvement or development made to the Website and/or any of the Services at your request or based on your Suggestions and waive any right you might have in connecton

therewith, including without limitation moral right. You shall take such actions as are necessary to carry out the foregoing assignment.

**3. Links to External Sites**

The Website may contain links to other websites, which are owned and operated by third parties (the "External Sites"). We have no control over, and assume no liability for, the availability, content, privacy policies, or practices of the External Sites. Your linking to the External Sites is at your own risk. By using the Website, you expressly exempt us from any and all liability arising from your use of any External Sites. We encourage 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.

**4. Termination of Service**

Afimilk may change, suspend or discontinue all or any aspect of the Website and/or the Services at any time, including the availability of any feature, database, Services or Content without prior notice or liability.

**5. Disclaimer; Limitation of Liability**

5.1. NEITHER AFIMILK NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AFFILIATES AND AGENTS WARRANTS THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES AFIMILK ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AFFILIATES AND AGENTS MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE WEBSITE, THE CONTENT OR THE SERVICES.

5.2. THE WEBSITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. AFIMILK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITE OR THE SERVICES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE AND THE SERVICES AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

- 5.3. AFIMILK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.4. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF AFIMILK SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 6. **Indemnity**

You agree to defend, indemnify and hold harmless Afimilk, its affiliates, and any of their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website and/or the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, proprietary, or privacy right; or (iv) a claim that any of your use of the Website and/or Services caused damages to a third party.

## 7. **Governing Law & Jurisdiction**

- 7.1. Except to the extent expressly provided below, and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Terms (and any non-contractual disputes/claims arising out of or in connection with it and/or in connection with the use of the Website and/or Services) is subject to the laws of the State of Wisconsin, USA, without regard to choice or conflicts of law principles, and to the exclusive jurisdiction of the federal or state courts located in Wisconsin, USA.
- 7.2. If you are a resident of any of the following countries or regions, and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Terms (and any non-contractual disputes/claims arising out of or in connection with the use of the Website and/or the Services) is subject to the laws of the states set forth in the following table, without regard to choice or conflicts of law principles, and to the exclusive jurisdiction of courts set forth therein.

Country/Region	Governing Law	Exclusive Jurisdiction
European Union member states and other (non-EU) European countries, United Kingdom, Australia and New Zealand	The laws of England & Wales	Courts of England, located in London
Israel	The laws of the State of Israel	Israeli courts located in Tel-Aviv -Jaffa.

## 8. **Assignment**

Your rights and obligations hereunder may not be assigned or transferred without our prior written consent. We may assign or transfer any and all of our rights and obligations hereunder to third parties, as long as your rights are not jeopardized

9. **Miscellaneous**

These Terms constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes all previous written or oral agreements between you and us with respect to such subject matter. If any inconsistency exists between these Terms and any additional terms and conditions posted on the Website, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. Sections 2, 3, 5, 6, 7, 8 and 9 shall survive the expiration or termination of these Terms as well as any other provisions, which by their terms or sense are intended to survive.

10. **Contact Us**

If you have any additional questions or concerns about these Terms, please contact us at: [market@afimilk.co.il](mailto:market@afimilk.co.il)

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