

Terms of Use – Lawflex Talents Platform

1. The following terms and conditions govern your use of the Platform, including the Services offered through the Platform (all as defined below). If you do not agree to any of these terms and conditions, please do not make any use of the Platform.
2. These Terms constitute a binding agreement (the "**Agreement**" or "**Terms**") made by and between you, a User of the Services (as defined below) and Lawflex Ltd. ("**Company**"), with respect to your use of the Platform and related Services.
3. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - 3.1. "**Platform**" Company's proprietary online platform available at [URL] and subsites, through which Company provides the Services to the Customers and Talents.
 - 3.2. "**Services**" means, with respect to Customers, provision of information in a structured, online manner regarding Talents who are candidates for freelance work, and dashboards related to hired Talents work on various projects and assignments, including reports on work done and related spend; and with respect to Talents, exposure to potential Customers in an online structured manner, and a tool to document and manage their assignments. The Services are provided as-is, as made available by Company from time to time. The scope of Services may change at Company's sole discretion from time to time, with or without any prior notice and without liability to Company.
 - 3.3. "**User**" may be either a Customer or a Customer's Permitted User, or a Talent using the Services for their own benefit.
 - 3.4. "**Talent**" members of the Company's freelance pool.
 - 3.5. "**Customer**" Company's customers requiring freelance legal work
 - 3.6. "**Intellectual Property**" means, all rights arising from patents, copyrights, trade secrets, trademarks, service marks, trade names, mask works, applications and other proprietary rights in any jurisdiction, and to all inventions, discoveries, works of authorship, know-how, technical information, work product, designs, ideas, concepts, innovations, drawings, schematics, original works of authorship, formulae, concepts, techniques, methods, systems, processes, compositions of matter, computer software programs, databases and mask works, whether or not patentable, copyrightable or protectable as trade secrets, irrespective of whether registered as a patent, copyright, trademark or in another form, and irrespective of whether constituting a commercial, professional or trade secret and/or other information related to the Platform, and any improvements, enhancements or modifications related thereto.
4. **Use permissions and Limitations.** Subject to all of the terms and conditions of this Agreement, upon completion of the registration process you are granted a limited, non-transferable, non-sub licensable, non-exclusive, revocable license to use the Platform either as a Customer, seeking legal freelance work for the benefit of your business, or as a Talent, for your own practice, in accordance with the terms and conditions set forth in this Agreement. Nothing in these Terms shall be construed to amend or change any term in any other agreement you have with the Company, and the terms of any agreement you execute with the Company (an "**Offline Agreement**") shall prevail in any case of a conflict.
5. **Restriction on Use.** You agree not to, or attempt to, directly or indirectly (by yourself or through third parties): (i) decipher, reverse engineer, de-compile, disassemble or otherwise disintegrate or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Platform, by any means whatsoever; (ii) copy, adapt, translate, modify, change, create any derivative work of the Platform or any portion thereof; (iii) test the Platform or use the Services in connection with any benchmark tests, evaluation or any other tests of which the results are designated or likely to be published in any form or media or

otherwise made available to the public, without Company's prior written approval; (iv) disclose Your user name and password to others, (other than Permitted Users (as defined hereunder)); (v) allow anyone other than Your Permitted Users, directly or indirectly, use the Services with Your user name and password; (vi) make copies of the Platform or any portions thereof; (vii) use the Services in a manner that is not in compliance with Company's specific instructions or the terms and conditions of this Agreement. Notwithstanding other rights of the Company hereunder, You are aware and you agree that Company is entitled, at its sole discretion, and without prior notice, to restrict and/or disable Your use of the Services, in the event that Your use of the Services does not comply with the provisions of these Terms, without any remedy to You and without any liability to Company.

6. Ownership. The Platform and any technology underlying the Platform is and shall remain at all times the sole and exclusive property of the Company or its licensors, including any and all Intellectual Property Rights related thereto and embodied therein. Other than as explicitly stated herein, no rights whatsoever to the Platform are granted to any User.
7. Disclaimer of Warranty. The Services are provided AS-IS and without any warranty by Company. More particularly, and without derogation of the generality of the aforesaid, (1) Any information contained regarding Talents' CV, experience, prior work, and the tasks carried out for the Customers is provided by Talents. Company does not warrant any Talents' self-reported information and data and disclaims any liability with respect to its accuracy or completeness. Company does not investigate, confirm, or verify the information. Nonetheless, if any User finds any inaccuracies, discrepancies or any information User believes to be untrue or incomplete, Customer may report same to Company and although it is not under any liability to do so, Company may decide at its sole discretion to review and examine any such issue. (2) The Talent profiles shall be made available to Customers on the Platform based on the characteristics provided by Customers. Company does not advise Customers which type of Talents it should be seeking or hiring for their various tasks; (3) Company disclaims any liability in relation to any services, work or work product provided by any Talent, including, without limitation, their quality, completeness, correctness, compliance with any standards, certifications or qualifications etc.; (4) Company does not warrant to any Talent that it will receive any work or be retained by any Customer; (5) Neither Company, nor anyone acting for Company or on its behalf, guarantees or warrants that the Services will be error free, free of malfunctions, loss of information and/or data, or satisfactory to any User; nor that they will operate properly on any device or its configuration.
8. Talent Obligations.
 - 8.1. In order to retain and use the Services, Talents need to create an account (a "**Talent Account**"). The Talent Account includes private information (log in credentials, rates, earnings) and shared information (name, contact information including email, phone and address if provided, and bio). By creating a Talent account, Talent represents and warrants that (1) he/she are the person for which the Services are provided; (2) the Talent will only provide true, accurate and complete information, and shall inform Company immediately of any changes to any such information ; (3) Talent shall not upload to the Platform any information that is obscene or defamatory; and (4) Talent agrees that a Customer or its Permitted User may view their shared information, subject to approval by Talent to share the public profile with a specific Customer or Talent's acceptance of an assignment of the Customer.
 - 8.2. Talent is responsible for maintaining copies and/or backups of any and all information that they may provide through the Services (such as project progress information), and Company does not

warrant that this information will be available at any given time and Talent should take into consideration that loss of data may occur.

- 8.3. Talent hereby warrants and undertakes that any access information to Talent Account will be kept safe, secure and confidential at all times and Talent shall not disclose or share such access information with any third Party. Talent hereby releases Company from any and all liability for any losses and/or damages caused due to disclosure by Talent of any access information to the Talent Account, including, with respect to personal information that may be included in the Platform, and Talent assumes and undertakes full liability for any such losses and/or damages.

9. Customer Obligations.

- 9.1. Customer hereby warrants and undertakes that any access information to the Platform will be kept secure and confidential at all times and Customer shall not disclose or share such access information with any third Party, except that Customers may disclose the access information to the Platform to a person or persons designated by the Customer or otherwise authorized by Customer to use the Platform and consume the Services for and on behalf of Customer (each, a "**Permitted User**"). Customer hereby release Company from any and all liability for any losses and/or damages caused due to disclosure by Customer or Permitted User of any access information to the Platform, including, with respect to personal information that may be included in the Platform; Customer assumes and undertakes full liability for any such losses and/or damages.
- 9.2. Any undertakings, acknowledgments, representations and warranties made by a Permitted User shall also bind the Customer and other Permitted Users of such Customer.

10. Personal Information. In the process of setting up a Talent Account, and through the use of the Services, Talent will be required to provide certain details including personal information, such as – name, contact information, professional experience and more; and both Talents and Customers will provide access credentials such as email address, user name and chosen password (all the foregoing "**Personal Information**"). Company is committed to respecting and protecting privacy and the confidentiality of Personal Information. For information about Company's privacy and data protection policies, please refer to and read Company's Privacy Policy at www.lawflex.com (the "**Privacy Policy**"). By accepting the terms and conditions of these Terms, you agree to Company's Privacy Policy.

11. Disclaimer; No Legal Advice.

- 11.1. NO WARRANTY. THE SERVICE IS PROVIDED AS IS WITHOUT ANY WARRANTIES AND COMPANY AND COMPANY INDEMNITEES DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; SPECIFICALLY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT WARRANT ANY OF THE FOLLOWING (I) THE RESULTS OF THE USE OF THE SERVICES AND/OR THE PLATFORM (II) THE CORRECTNESS, ACCURACY, RELIABILITY OF ANY OUTPUTS AND OUTCOMES OF THE USE OF THE SERVICES (III) THAT YOUR USE OF THE SERVICES OR PLATFORM WILL BE UNINTERRUPTED, ERROR FREE, OR THAT IT SHALL FIT YOUR INTENDED PURPOSE OR THAT IT SHALL PROVIDE YOU ANY BENEFIT; (IV) THAT THE SERVICE WILL BE FREE OF ERRORS, MISTAKES, MALFUNCTIONS AND THE LIKE, OR INACCURACIES OF THIRD PARTY INFORMATION, PRODUCTS OR SERVICES

- 11.2. DISCLAIMERS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, COMPANY AND COMPANY INDEMNITEES HEREBY FULLY DISCLAIM ANY AND ALL LIABILITY AND/OR RESPONSIBILITY IN CONNECTION WITH ANY AND ALL OF THE FOLLOWING, AS MAY BE A RESULT OF OR IN CONNECTION WITH, YOUR USE OF THE PLATFORM AND/OR SERVICES: (I) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY OR YOU.
- 11.3. COMPANY AND COMPANY INDEMNITEES DENY ANY WARRANTY OR ANY GUARANTEE WITH RESPECT TO (1) THE RELIANCE UPON THE SERVICES AND ANY INFORMATION PROVIDED TO YOU BY CUSTOMERS OR TALENTS AS PART OF THE SERVICES; (2) THE NATURE OF THE WORK PERFORMED BY ANY TALENT, INCLUDING WITHOUT LIMITATION THE SKILLS, PROFESSIONALISM, KNOWLEDGE, OR QUALITY OF WORK OF ANY TALENT; (3) THE SCOPE, NATURE, OR OTHER CHARACTERISTICS OF ANY WORK REQUIRED BY ANY CUSTOMER. THE SERVICES ARE NOT INTENDED TO PROVIDE ANY RECOMMENDATION, OPINION OR ADVICE RELATED TO THE ENGAGEMENT OF ANY TALENT BY ANY CUSTOMER OR TO RECOMMEND ON ANY REQUIRED LEGAL ACTION OR OMISSION, ON THE TYPE OF EXPERTISE REQUIRED FOR A PARTICULAR ISSUE OR CUSTOMER, OR TO CONSTITUTE ANY TYPE OF LEGAL ADVICE. YOU SHOULD IN ANY CASE EXERCISE YOUR OWN JUDGEMENT AND CONSIDERATION. IN NO EVENT, SHALL THE INFORMATION INCLUDED IN THE PLATFORM OR THE SERVICES SUBSTITUTE YOUR INDEPENDENT DISCRETION.
- 11.4. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY WORK, ADVICE, DELIVERABLES OR OTHER SERVICES PROVIDED BY ANY TALENT EVEN IF RETAINED FOLLOWING THE COMPANY SERVICES AND/OR THROUGH THE PLATFORM. COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR OR IN ANY WAY LIABLE IN CONNECTION WITH ANY TRANSACTION BETWEEN CUSTOMERS AND TALENTS, AND COMPANY SHALL ONLY SERVE AS A LIAISON BETWEEN TALENTS AND CUSTOMERS. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.
- 11.5. WITHOUT DEROGATION OF ANY OTHER PROVISIONS HEREIN, IF YOU ARE USING THE SERVICES FOR THE BENEFIT OF YOUR CLIENTS YOU UNDERTAKE TO PASS THROUGH ALL THE DISCLAIMERS INCLUDED HEREIN THIS SECTION TO YOUR CLIENTS FOR WHICH YOU USE THE SERVICES.
12. LIMITATION OF LIABILITY:
- 12.1. YOU HEREBY AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL COMPANY OR COMPANY INDEMNITEES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, DAMAGES FOR LOSS OF PROFITS, LOSS OF INFORMATION OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS LIMITATION IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN YOU AND COMPANY.
- 12.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY AND/OR COMPANY INDEMNITEES BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER IN EXCESS OF USD 100, YOU ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT COMPANY WOULD NOT PROVIDE YOU WITH

LICENSE TO USE THE SERVICES AND/OR THE PLATFORM EXCEPT UNDER THE TERMS OF THIS AGREEMENT.

- 12.3. WITHOUT DEROGATION OF ANY OTHER PROVISIONS HEREIN, IF YOU ARE USING THE SERVICES FOR THE BENEFIT OF YOUR CLIENTS YOU UNDERTAKE TO PASS THROUGH THE LIMITATIONS ON LIABILITY INCLUDED HEREIN THIS SECTION TO YOUR CLIENTS FOR WHICH YOU USE THE SERVICES.

13. Third Party Services; Third Party Websites.

- 13.1. Third Party Services. Company through the Service may make available to User software, applications and/or services provided and licensed by third parties ("Third Party Services"). The use of Third Party Services in or with the Service is subject to the applicable licenses, terms of use and conditions of such Third Party Services. In the event that no such third party license agreements exist, the restrictions contained in this agreement shall apply on all such Third Party Services, mutatis mutandis. Company disclaims any warranty or representation with regards to any use of any of the Third Party Services, which use is on an as-is basis.
- 13.2. In as much as the Services contain links to websites which are not operated by the Company ("**Third Party Websites**"), THE COMPANY SHALL NOT BEAR ANY RESPONSIBILITY OR LIABILITY WITH REGARDS TO ANY SUCH THIRD PARTY WEBSITES, SERVICES, THEIR CONTENTS, THE INFORMATION PRESENTED THEREIN, ETC., AND ANY USE OF ANY USER THEREOF, AND IN NO EVENT WILL THE COMPANY BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR IN CONNECTION WITH ANY USE OF ANY SUCH THIRD PARTY SERVICES AND/OR THIRD PARTY WEBSITES OR ANY RELIANCE ON ANY INFORMATION PRESENTED THEREIN, AND ANY SUCH USE SHALL BE ON USER'S OWN DISCRETION, RISK AND RESPONSIBILITY.

14. Term of Agreement.

- 14.1. Term and Termination. This Agreement is effective as of the date upon which You have first accessed the Service (the "Effective Date") and until terminated by You or by Company, in accordance with the provisions detailed herein (the "Term"). Upon the end of the Term, Your license to the Services provided herein shall be automatically terminated and You shall not have access to your Account. Upon any violation by You of any of the provisions of this Agreement, Company may terminate the Services to you and this Agreement immediately, with or without notice to You.
 - 14.2. You may notify Company of termination of this Agreement at any time. However, upon termination you will no longer have access to your Account and to the Services. The Company does not undertake to make any archive copies of your Personal Information or any other information contained in the Services related to You.
 - 14.3. Notwithstanding anything to the contrary herein, Company may at any time terminate your use of the Services (for any or no reason), or generally discontinue the Services under its sole discretion.
 - 14.4. Effects of Termination. Upon expiration or termination of this Agreement for any reason, Your Account shall be disabled, and you will not be able to use the Services. The provisions that by their nature are so intended, will survive any termination of this Agreement.
15. **Indemnity.** You agree to defend, indemnify, and hold Company, its officers, directors, employees, agents, licensors, and suppliers ("**Company Indemnitees**"), harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, a third party making a claim against Company based on your violation of these Terms or any unauthorized use by any User of the Services.

16. General.

- 16.1. Amendments. Company may make changes to the Terms from time to time. When these changes are made, Company will make a new copy of the Terms available at the Platform. You understand and agree that if You use the Services after the date on which the Terms have changed, Your use of the Service shall be construed as acceptance of the updated Terms. If there is any contradiction between the Terms of this Agreement and the updated Terms published then the updated Terms shall take precedence in relation to the Platform and Services. This English version of the Terms shall supersede in any case of conflict between these terms and any translation thereof. These Terms or the updated version thereof shall constitute the entire agreement between You and Company with respect to the Platform.
- 16.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect;
- 16.3. Law and Jurisdiction. These Terms and any use of the Services or any conflict arising in connection therewith, shall be governed by the internal substantive laws of the State of Israel, without respect to its conflict of laws principles. Any claim or dispute between you and Company that arises in whole or in part from the Platform and/or Services shall be decided exclusively by a court of competent jurisdiction located in the Tel Aviv – Jaffa, Israel. Notwithstanding the foregoing, Company makes no representation that the Services shall be available for use in any jurisdiction, and it depends on local laws as applicable.
- 16.4. Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.
- 16.5. You may contact company with any inquiry regarding the Services or these Terms at privacy@lawflex.com
