

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (THE "**TERMS**") CAREFULLY, AS THESE TERMS SET FORTH THE BASIS UPON WHICH YOU ARE PERMITTED TO ACCESS AND USE THE WEBSITE LOCATED AT <https://hd.learntalk.online/en/helen-doron-teachers> (THE "**WEBSITE**"), AND SHALL GOVERN OVER ALL ASPECTS OF HELEN DORON CONNECT LTD. ("**HDC**") APPLICATIONS OFFERED VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE PRODUCTS AND SERVICES CONTAINED HEREIN (THE "**PLATFORM**"). BY ACCESSING OR USING THE PLATFORM YOU (THE "**CANDIDATE**" OR "**YOU**" OR "**YOUR**") ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS SET FORTH HEREIN, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERRED TO HERE AND/OR AVAILABLE BY HYPERLINKS. THESE TERMS ARE BETWEEN YOU AND HDC ONLY. BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO HDC'S PRIVACY POLICY AND COOKIE POLICY AVAILABLE ON <https://www.helendoronconnect.com/privacy-policy/>. THESE TERMS FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND HDC IN RELATION TO YOUR USE OF THE PLATFORM, AND MAY BE UPDATED BY HDC AT ANY TIME AT ITS SOLE DISCRETION. IF YOU DO NOT AGREE TO THESE TERMS AND/OR THE TERMS OF THE PRIVACY POLICY, DO NOT ACCESS OR USE THE PLATFORM IN ANY MANNER WHATSOEVER.

1. General.

- 1.1. The Platform is provided to You on a software as a service basis (SaaS). Use of the Platform for any commercial purposes (including, without limiting the foregoing, for purposes of gathering information and/or using content published on the Platform) other than for Your own personal use, is absolutely prohibited. HDC may provide You with certain updates and upgrades to the Platform as they become generally commercially available. HDC reserves the right to determine the form or need for alternative means for providing notifications to You. You have the right to opt out by contacting HDC. HDC is not responsible for any information linked to, or derived from, the Platform and/or which appears on websites or any other medium reachable through the Platform and/or for any information You relay to third parties linked to or which appear on the Platform.
- 1.2. As long as You are complying with the Terms, HDC gives you permission to use the Platform (or any part thereof) to the extent you select through the applicable registration process. HDC may change, suspend or discontinue all or any part of the Platform and/or its underlying services at any time, impose limits on certain features and services or restrict your access to parts or all of the Platform without notice or liability.
- 1.3. HDC may modify these Terms at any time. If HDC makes changes, HDC will post a notice on the Website, or send You a notice via email, provided that the new Terms will only be effective when (a) You use the Platform, and (b) thirty days after HDC publishes the modified Terms on the Website (whichever is sooner). Any disputes that arise will be resolved under the Terms in place at the time of the dispute. You are responsible for reviewing and ensuring that You are familiar with the Terms and the modifications that HDC may make.
- 1.4. You represent and warrant to HDC that: (i) all registration information you submit is accurate and truthful; (ii) if you are accepting this Agreement on behalf of an institution, company or other legal entity, you have the authority to bind that institution, company or legal entity to this Agreement. If you are accepting this Agreement on behalf of an institution, company or legal entity: (i) "you" includes you and that legal entity, and (ii) to the extent You are acting on behalf of a legal entity which has a separate written agreement with HDC, then that agreement will define the order of precedence between these Terms and that separate agreement with respect to such entity. The right to access and use the Platform is revoked in jurisdictions where it may be prohibited, if any.

- 1.5. You are solely responsible for Your interactions with other users in the Platform, in whichever capacity. HDC acts as a technology service that facilitates the provision of tutor services to its end users. Neither HDC nor the Tutors (as defined in clause 2.3) screen and/or conduct background checks on users of the Platform. Your use of the Platform is at your own risk and discretion and You therefore agree to take reasonable precautions in all interactions with users of the Platform. You are solely responsible for, and agree to exercise caution, discretion, common sense and judgment in using the Platform. HDC highly advises and recommends that You do not disclose to, nor agree to receive from, a third party any information, including any personal information, that the provision of which to such third party is not strictly necessary to Your ongoing use of the Platform for Your respective purposes.
- 1.6. HDC reserves the right to evaluate Your compliance with these Terms and any other terms, policies and/or applicable laws (as changed from time to time). If You believe that a user of the Platform or a Tutor has violated the law or is defrauding, threatening or otherwise endangering anyone, You must immediately notify HDC for assistance.
- 1.7. You will comply with all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with Your use of the Platform. Failure to do so shall result in Your removal from Platform. Violation of these Terms and Conditions will lead to banning You from the Platform permanently.
- 1.8. You are prohibited from contacting a student for any reason whatsoever outside the Platform. Furthermore, You are prohibited from poaching end users and for monetization of your Services outside the Platform. Violation of these Terms and Conditions will result in your removal from the Platform permanently. HDC reserves the right to take legal action for violation of this section 1.8.

2. **Recruitment Process.**

- 2.1. In order to access and use the Platform, You will be required to open an account and subscribe with HDC under a personal account designated to You; You must complete the **Recruitment Process** by providing current, complete and accurate information as prompted by the applicable subscription form, and agreeing to the Terms and Conditions. You also will be required to choose a password and a user name. You are entirely responsible for maintaining the confidentiality of Your password and account. You are entirely responsible for any and all activities that occur under Your account. You agree to notify HDC immediately of any unauthorized use of Your account/s or any other breach of security. HDC will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. You may not use anyone else's account at any time. You may not share or transfer Your subscription. You agree not to provide Your username and/or password information to any other party, without HDC's express written permission. You must keep Your account information updated and accurate at all times, including a valid email and address.
- 2.2. Secondly, in order to optimize and ensure the access and use of the Platform, You will be required to conduct an Internet Speed Test. The results of such Speed Test shall be uploaded to the personal account designated to You.
- 2.3. As part of the Recruitment Process, You are required to upload detailed personal information including Your CV, relevant certificates and other documents as applicable. Note that this step is mandatory and that the Recruitment Process cannot resume without such documentation. You may review or change the CV before moving forward to the next step. You may customize your personal information and provide an appropriate profile photo. All personal data and videos in the Platform for users who either have passed the Recruitment Process or failed to do so, and thus been declined, shall be stored for twenty-four (24) months.

- 2.4. All Candidates are required to conduct a grammar test consisting of forty (40) questions. You are required to answer thirty-five (35) correct answers in order to pass to the next stage.
- 2.5. Candidates, which have passed all previous steps listed in this Section 2, are required to conduct a Video Test. The Candidate must record themselves answering different interview questions provided by the Platform. Once all interview questions are answered and recorded, You may submit to the Platform and move onwards to the next step of the Recruitment Process.
- 2.6. As a final step of the Recruitment Process, candidates are required to conduct a demo lesson on a chosen topic which shall be recorded and submitted to HDC for review and evaluation.
- 2.7. Once the application is submitted, the application will be reviewed by HDC. If You satisfy HDC's requirements, You will be required to sign a Non-Disclosure Agreement and be invited to an onboarding training program. As part of the training program, You will be required to participate in a live webinar. Once the training program is passed, You are sent a Teacher Agreement, setting in place the terms and obligations of an accepted HDC teacher.

- 2.8 You may not transfer or sell Your account and user ID on the Platform to any other party. HDC does not allow multiple users (networked or otherwise) to access the Platform through a single account and may cancel or suspend Your access to the Platform if You do this, or breach any of these Terms without further obligation to You. HDC reserves the right, in HDC's sole discretion, to cancel unconfirmed or inactive accounts, or such accounts that their relevant subscription period has expired.

- 2.9. If You are a Candidate who have passed the Recruitment Process ("**Tutor**"), the following terms apply to You:
 - 2.9.1. You represent and warrant that You are acting on behalf of (or have permission from) HDC, and/or a school, school district, or other similar educational institution, and/or partners of HDC, such as master franchisees, franchisees and the like (the "**Institution**"), in entering into these Terms and accessing and using the Platform (or any part thereof) as part of a curriculum which is in line with HDC's internal policies and pedagogic methods.
 - 2.9.2. You further understand and acknowledge that Children's Online Privacy Protection Act ("**COPPA**") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent and you accordingly agree that children under the age of 13 may not use the Platform in any way unless you have obtained verifiable parental consent from the child's parent or legal guardian. If you are in the EU, parental or legal guardian consent may be required for children under age 16.
 - 2.9.3. Only teachers and staff members who are current employees or services providers of the Institution may use the Platform on the Institution's behalf. Upon termination of a teacher or other staff member's employment with the Institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time You learn a user of the Platform claims to be affiliated with Your Institution who is not, in fact, affiliated with Your Institution, You must notify HDC immediately.
 - 2.9.4. You agree that You will not permit, enable, introduce or facilitate other persons to participate in providing tutoring services from Your account, including others who may be subject to an agreement that is the same or similar to these Terms.
 - 2.9.5. You will comply with all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with Your provision of Your respective services to Platform's end

users, and in connection with the end users and any other third parties whom You engage on the Platform, by themselves.

- 2.9.6. You are solely responsible for the content of the communications, assistance and directions.
- 2.9.7. You will not record or otherwise store any tutor session that You provide through the Platform.
- 2.9.8. You will not use the Platform or provide the services in any manner that harasses a user of the Platform or another tutor or could otherwise interfere with any other party's use or enjoyment of the Platform. You will respect the privacy of users of the Platform and will not use the Platform for unwelcome, rude or abusive communications or in any other disrespectful or detrimental manner, as determined by HDC at its sole discretion.
- 2.9.9. You will neither use the Platform to invite a user to meet in person nor may You provide any services to a user of the Platform outside of the Platform or pursuant to Your provision of the such services.
- 2.10. **For U.S. residents only:** You hereby acknowledge and agree that certain information that may be provided to HDC by teachers and other users, such as student information and performance metrics, may be considered an educational record ("**Education Record**") under the Family Educational Rights and Privacy Act, (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**"). FERPA prohibits schools from sharing Education Records without the consent of the student and/or the student's parent, and HDC works hard to ensure that schools using the Platform have met that obligation. For that reason, if You are a parent or student, You consent to HDC storing and accessing such Education Records, and if You are a teacher, You represent that yourself and/or Your Institution has obtained all necessary consents to share such Educational Records with HDC, in each case, solely to enable HDC's operation of the Platform from your parent, legal guardian, or other person authorized to provide such permission. The foregoing shall apply in case of any other regulatory requirement similar to FERPA, *mutatis mutandis*.

3. **Ownership; Grant of Rights.**

- 3.1. Subject to the terms and conditions herein, including but not limited to the receipt by HDC of the Fees (as defined below), HDC hereby grants to You during the applicable subscription period, a limited, revocable, worldwide, non-exclusive, non-transferable, non-sublicensable, right to access the Platform, and use it for educational purposes in accordance to the applicable subscription period, training schedule and program identified under the applicable Agreement (as defined below).
- 3.2. The Platform and the contents of the Website, all the software, data, content and technology used in connection with the Platform are intended solely for the personal, non-commercial use of Website users and may only be used in accordance with these Terms. All such software, data, content and technology, and materials displayed or performed on the Website (including, but not limited to text, music, graphics, contents, articles, photographs, images, illustrations, sounds, interactive features and other content — also known as the "**Content**") and the trademarks, service marks and logos contained therein, are owned by or licensed to HDC, and are subject to copyright and other intellectual property rights under applicable laws. For clarity, any and all intellectual property rights, including but not limited to materials, computer software (in object code and source code form), data or information, along with Content, employed by HDC pursuant to these Terms, and any know-how, methodologies, equipment, or processes used by HDC in connection with the Platform, including without limitation all patent, copyright, trademarks, content, trade secret and any other proprietary rights, are and shall remain the sole and exclusive property of HDC and/or HDC's licensors. Content is not intended to be copied, stored, downloaded or redistributed to any Third Party. These Terms and any Agreement do not convey to You an interest in or to the Platform, but only a limited right of use in accordance with the terms herein.

Nothing in these Terms or any Agreement constitutes a waiver of HDC's intellectual property rights under any law. You acknowledge that the Content is provided to you on an "AS-IS" basis for Your personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, enhanced, decompiled, disassembled, reverse engineered, broadcast, displayed, translated, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of HDC or the respective owners. HDC reserves all rights not expressly granted in and to the Website and the Content.

- 3.3. Any and all media, images, games, music, sounds, graphics, video, or other materials and content of any kind that You make available (by uploading or otherwise) on the Platform (collectively, the "**User Generated Content**") are at Your sole responsibility. HDC does not screen any User Generated Content, nor back up any User Generated Content and is not responsible for any User Generated Content uploaded or otherwise made available by You or by any user of the Platform. This means that You, and not HDC, are entirely responsible for all applicable User Generated Content uploaded and/or otherwise made available by You.
- 3.4. By uploading and/or otherwise making available User Generated Content You hereby warrant and represent that: (i) the copying, uploading and use of the User Generated Content does not infringe upon any third party's proprietary rights, including but not limited to intellectual property rights; (ii) You have fully complied with any third-party licenses, permits and/or authorizations required in connection with such User Generated Content; (iii) the User Generated Content does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (iv) the User Generated Content is not obscene or libelous and does not violate the right of privacy or publicity of any third party.
- 3.5. You are and shall remain the sole owner of all rights in your User Generated Content; however, by uploading or making available User Generated Content to the Platform, you hereby grant HDC a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Generated Content in connection with the Platform and HDC's business, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels. To the extent that You permit sharing of your User Generated Content with other Platform users, You also hereby grant each user of the Platform a non-exclusive license to access Your User Generated Content through the Website, and to use, reproduce, distribute, display and perform such User Generated Content to the extent permitted through the functionality of the Platform and under these Terms. The above licenses granted by You in your User Generated Content shall terminate within a reasonable period of time after you remove or delete your User Generated Content from the Platform; You do understand and agree however that HDC may retain, but not display, distribute, or perform, server copies of your User Generated Content that have been removed or deleted.
- 3.6. WITHOUT DEROGATION FROM SECTION 8 BELOW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL HDC BE LIABLE IN ANY WAY FOR ANY USER GENERATED CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY USER GENERATED CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER GENERATED CONTENT TRANSMITTED, UPLOADED AND/OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM.

4. **Third Party Websites, Content and Additional Restrictions.**

- 4.1. HDC has not and cannot review all of the material, information and content available on or by means of third-party websites and webpages to which the Website links and which link to the Website ("**Third Party Content**"), and cannot therefore be responsible for such Third-Party Content. By linking to a non-HDC website or webpage, HDC does not represent or imply that it

endorses such website or webpage. You are responsible for taking precautions as necessary to protect Yourself and Your computer Platforms from viruses, worms, Trojan horses and other harmful or destructive content. HDC disclaims any responsibility whatsoever for any harm resulting from Your use of non-HDC websites and webpages.

- 4.2. You understand and agree that HDC may (but is not obligated to) review and remove any content of any kind (whether Content, User Generated Content or Third-Party Content) that under HDC's sole discretion violates these Terms or which might be offensive, illegal, inappropriate, unsuitable or which violates the rights of, harms, or threatens the safety of third parties and/or other users of the Website ("**Abusive Content**"). Abusive Content includes, also (without limitation), fraudulent, abusive, or otherwise illegal activity, posting or transmitting, or causing to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user, use of the Platform to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.
- 4.3. In addition, each user of the Platform may notify HDC that it considers certain content (whether Content, User Generated Content or Third-Party Content) to be Abusive Content and provide reasons supporting such notification. HDC shall examine such notification and reserves the right, at its sole and absolute discretion, to remove all or part of such Abusive Content and/or terminate a user's ability to upload content in violation of these Terms.
- 4.4. You will not run any form of auto-responder, or "spam" on the Platform, or conduct any processes that run or are activated while You are not logged on to the Platform, or that otherwise interfere with the proper working of or place an unreasonable load on the Platform's infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Platform. You will not store, copy, modify, resell, rent, lease, sublicense or distribute any of the information (visual, audio or any other content available on the Platform nor permit anyone else to. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with Your activity in connection with the Platform. You may not transfer Your account to anyone without express prior written consent of HDC.

5. **Warranty and Disclaimer.** YOU AGREE THAT YOUR USE OF THE PLATFORM SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, HDC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF. HDC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT (OF ANY KIND) OR THE CONTENT OF ANY SITES LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PLATFORM'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 WEBSITE, AND/OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY. HDC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND HDC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

6. **Fees.** The fees and payment terms for access to the Platform shall be determined in accordance with Your (or, to the extent applicable, Your Institution's) agreement with HDC (respectively, the "**Agreement**", and the "**Fees**").

Any failure to make payment of the Fees to HDC on Your behalf, or breach of the payment terms shall entitle HDC to immediately terminate or suspend Your access to the Platform (either temporarily or indefinitely).

HDC uses multiple third-party processors to process payments made to HDC. HDC does not retain any personal data or any financial information such as credit cards. All such information is provided directly to the third-party processors whose use of personal data is governed by their respective privacy policies provided below:

Paypal: <https://www.paypal.com/il/webapps/mpp/ua/privacy-full>

Payoneer: <https://www.payoneer.com/legal/privacy-policy/>

7. **Consent to Use of Data.** The Platform enables You to add, create or use certain content which You are provided or which is generated through Your use of the Platform, including but not limited to photos, feedback and reports (the "**Personal Content**"). YOU ARE SOLELY RESPONSIBLE FOR SUCH PERSONAL CONTENT. HDC may but is not required to back up any Personal Content and is not responsible for any Personal Content uploaded or otherwise made available by You. YOU AGREE THAT HDC MAY COLLECT AND USE THE PERSONAL CONTENT, TECHNICAL DATA AND RELATED INFORMATION, that is gathered periodically to facilitate the provision of software updates, product support and other services in connection with the Platform. HDC may also collect data related or generated from Your use of the Platform for statistical analysis and usage patterns analysis. HDC may use or share this information, as long as it is in a form that does not personally identify You, to improve its products or to provide Platforms or technologies to You.

8. **LIMITATION OF LIABILITY.** THE PLATFORM IS PROVIDED TO YOU ON A "AS IS" BASIS, AND HDC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS OR THAT IT WILL BE PROVIDED ERROR FREE, WITHOUT INTERRUPTION OR THAT THE PLATFORMS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; HDC SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ACCURACY. NO THIRD PARTY, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

UNDER NO CIRCUMSTANCES WILL HDC, ITS DIRECTORS, OFFICERS, CONSULTANTS, EMPLOYEES, SHAREHOLDERS OR ANY OTHER PARTY ON ITS BEHALF BE LIABLE FOR ANY DAMAGE, LOSS OR EXPENSE (INCLUDING PHYSICAL INJURIES) WHICH MAY BE CAUSED TO YOU, ANY ONE ACTING ON YOUR BEHALF OR TO ANY THIRD PARTY IN CONNECTION WITH THE USE OF OR RELIANCE ON THE PLATFORM, AS THE CASE MAY BE, INCLUDING WITHOUT LIMITATION ANY DAMAGE, EXPENSE OR LOSS CAUSED AS A RESULT OF YOUR USE OF THE PLATFORM.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL HDC BE LIABLE IN ANY WAY FOR ANY DAMAGE OR LIABILITY ARISING FROM (I) ANY CONTENT (WHETHER CONTENT, PERSONAL CONTENT USER GENERATED CONTENT OR THIRD PARTY CONTENT), INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY SUCH CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE CONTENT AND/OR THE PLATFORM; (II) PLATFORM DEFECTS RESULTING FROM THE USE OF THIRD PARTY PRODUCTS OR SOFTWARE; (III) THE UNAUTHORIZED USE OF THE PLATFORM OR USE OF THE PLATFORM IN A MANNER INCONSISTENT WITH THESE TERMS OR THE AGREEMENT; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; AND/OR ANY ERRORS OR OMISSIONS IN THE PLATFORM (OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY TYPE OF CONTENT) OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE PLATFORM AND/OR ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HDC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HDC'S LIABILITY UNDER OR ARISING OUT OF OR RELATING TO THESE TERMS, THE AGREEMENT, THE PLATFORMS OR THE

PLATFORM (EVEN IF HDC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY, EXCEED THE AMOUNTS PAID BY YOU OR ON YOUR BEHALF, AS APPLICABLE, TO HDC DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE OCCURRENCE WHICH GAVE RISE TO THE CLAIM. IN NO EVENT WILL HDC BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF CONTENT OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PLATFORMS, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT HDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

9. **Indemnity and Release.** You shall indemnify, defend, and hold harmless HDC, and its directors, officers, consultants and employees from and against all finally awarded costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, due to a third-party claim; (i) arising from Your use of and access to the Platform; (ii) alleging that Your content (whether Personal Content, User Generated Content or Third Party Content) infringes any right or interest of such third party; (iii) arising of Your violation of any term of these Terms; (iv) arising of Your violation of any third party right, including without limitation any copyright, property, or privacy right; (v) arising of Your breach of any applicable law, permits or otherwise; and (vi) arising of death or injury to a person. Without derogating the below, upon any dispute You have with one or more third parties (including but not limited to the Institution), You release HDC (and its affiliates and subsidiaries, and HDC'S and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.

10. **Ability to Accept Terms.** You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

11. **Term and Termination.** These Terms shall remain in full force and effect while You use the Platform in accordance to the provisions stipulated herein, in the Agreement (if applicable), or other terms which are agreed upon between You and HDC, and the receipt by HDC of the Fees. Without prejudice to any other rights, these Terms and Your right to use the Platform automatically terminate if You fail to comply with any provision of these Terms or if Your Agreement is terminated or expires, for any reason whatsoever. You may terminate Your use of the Platform or Your account at any time by contacting HDC at teachers@helendoronconnect.com. HDC may suspend or terminate Your access to the Platform or Your account at any time, for any reason (without cause or for Your violation of any term of these Terms), and without warning or notice, which may result in the forfeiture and destruction of all information associated with Your membership. Upon termination of Your account, Your right to access and use the Platform, and the provision of any services in connection therewith will immediately cease.

12. **General.** These Terms along with HDC's Privacy Policy constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by HDC. If a court of competent jurisdiction finds any provision of these Terms to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. You may not assign these Terms without HDC's prior written approval. HDC shall be entitled to assign these Terms at its sole discretion. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. These Terms shall be governed by and construed in accordance with the laws of Israel (without reference to its conflict of law principles) and the competent courts in Tel Aviv, Israel shall have the exclusive jurisdiction over any dispute arising from these Terms. The application of the United Nations Convention of Contracts for the International Sale of Goods is

expressly excluded. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability, and in any case, Sections 3, 5, 6, 7, 8, 9, 11, 12 and 13, shall survive termination or expiration of these Terms and any Agreement.