Precognize Terms of Use

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- **1. Background.** The Site is intended to provide information about Precognize's software and services.
- 2. Modification. We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
- 3. Ability to Accept Terms. The Site is only intended for individuals aged eighteen (18) years or older. If you are under 18 years please do not visit or use the Site.
- **4. Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
- 5. Restrictions. You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

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- 8.2. Precognize permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Precognize or present any false information about Precognize and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("Third Party Website") which prohibites linking to third parties; (v) such Third party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.
- **9. Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available here.
- **10. Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement.

11. Warranty Disclaimers.

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- 11.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, PRECOGNIZE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

12. Limitation of Liability.

12.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PRECOGNIZE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF PRECOGNIZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

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- 12.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PRECOGNIZE FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO PRECOGNIZE FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.
- 13. Indemnity. You agree to defend, indemnify and hold harmless Precognize and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.
- 14. Term and Termination. These Terms are effective until terminated by Precognize or you. Precognize, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Precognize shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 14 and Sections 6 (Intellectual Property Rights), 9 (Privacy), 11 (Warranty Disclaimers), 12 (Limitation of Liability), 133 (Indemnity), and 155 (Independent Contractors) to 18 (General) shall survive termination of these Terms.
- **15. Independent Contractors.** You and Precognize are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Precognize. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Precognize.
- **16. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Precognize without restriction or notification to you. Any prohibited assignment shall be null and void.
- 17. Governing Law. Precognize reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Precognize shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws, and only the courts in Tel-Aviv, Israel, shall have jurisdiction in any conflict or dispute arising out of these Terms.
- 18. General. These Terms shall constitute the entire agreement between you and Precognize concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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