

Terms of Use

Welcome to finder.startupnationcentral.org, together with its subdomains, Content, Marks (defined below) and services (the "Site"). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to finder.startupnationcentral.org ("Start-Up Nation Finder", "we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the "Terms"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

1. Background.

The Site is intended to strengthen the Israeli innovation ecosystem, by creating a central resource for information about Israeli startup companies ("Startups"), entrepreneurs, investors, as well as service providers to Startups, programs relevant to Startups, job postings, and other information which may include a personal profile, an email address, a home or other physical address, and other contact information.

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 the posting of the revised Terms on the Site, and your continued use of the Site (including, without limitation, keeping your Content available on 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 of age, 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 the applicable law.

5. Restrictions.

You shall not: (i) copy, distribute or modify any part of the Site or use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), without our prior written approval, including, without limitation, for the creation of a product or service which competes with the Site or any part thereof, including without limitation the creation of a database of Startups; (ii) disrupt servers or networks connected to the Site; (iii) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (iv) 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.

6. Account.

In order to use some of the services of the Site (such as to edit and confirm the information related to the company in which you work as an officer or which is otherwise associated with you, as described in the Site), you may be required to log in with your LinkedIn account or your Google

account and create an account, including a profile page on the Site ("**Account**"). You agree not to log in to the Site or create an Account using a fake LinkedIn or Google account or a LinkedIn or Google account which you do not own or have not been authorized to use in connection with the Site. When creating your profile page, you must provide accurate and complete information. You must keep your Account secure. You must notify us immediately of any breach of security or unauthorized use of your Account. As between you and finder.startupnationcentral.org, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account, you may send us an email request at finder@sncentral.org.

7. Fees.

You may currently access and use the Site free of charge, but we may in the future charge a fee for certain features or usage of the Site. If we begin to charge a fee to access or use the Site, you will not be charged for any such access or use unless you first agree to such charges.

8. Intellectual Property Rights.

8.1. **Content and Marks:** The (i) content on the Site, including without limitation, the text, documents, articles, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services, including without limitation, information about Startups (collectively, the "**Materials**"), (ii) and User Submissions, as defined below (together with the Materials and communications through the Site, the "**Content**"), and (iii) the trademarks, service marks and logos contained therein ("**Marks**"), are our property and/or the property of our licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Start-Up Nation Finder", "Start-Up Nation", "Start-Up Nation Central", "Global Finder", "Global Finder Network" and other marks are Marks of Start-Up Nation Central Ltd. (CC) or its affiliates. All other Marks belong to their respective owners. Your continued use of the Site indicates your consent to be bound by The Guidelines for Using Start-Up Nation Central Trademarks.

8.2. **Government Use:** If You are a part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Content, the Site or any of our products or services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Site, Content and any related software is a "commercial item," "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of the Site by the Government shall be governed solely by these Terms.

9. User Submissions.

9.1. **Responsibility:** The Site permits the submission, sharing and publishing of content by you and other users ("**User Submissions**"). Unless the User Submissions are separately referred to in these Terms, all references herein to Content shall include references to User Submissions. You shall be solely responsible and liable for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish or reject your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, relocate on the Site, edit or delete any Content (including User Submissions) at any time and for any reason. You understand that even if your User Submissions are not published, we do not guarantee any confidentiality with respect to such User Submissions.

- 9.2. **Ownership:** You represent and warrant that you solely own or have the necessary rights and permissions to use and to permit others to use the User Submissions without restrictions, and without the consent of any third party. You authorize us to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. "**Intellectual Property Rights**" means any and all rights, titles and interests, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, knowhow, database rights, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority. You retain all of your ownership rights in and to your User Submissions.
- 9.3. **License to User Submissions:** By submitting User Submissions to the Site or us, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, make available, modify, prepare derivative works of, display, broadcast and perform the User Submissions in connection with the Site and our other activities, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels, and you hereby waive and agree not to assert any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of a User Submission a non-exclusive right to use, reproduce, distribute, make available, modify, prepare derivative works of, display, broadcast, and perform such User Submissions, all in accordance with and as permitted by these Terms, as such may be changed from time to time.
- 9.4. **Prohibited Content:** You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is incorrect, out-of-date, inaccurate, or is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted or protected by trade secret or other Intellectual Property Rights, unless you are the owner of such rights or you have permission to use the relevant content as specified in this Section 9; (iii) is otherwise subject to or violates third party proprietary rights, including database, privacy or publicity rights; (iv) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement officials; (v) impersonates another person or entity; (vi) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vii) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (viii) involves theft or terrorism; (ix) contains malicious code or is intended to disrupt or interfere with the operation of the Site; or (x) is otherwise malicious or fraudulent.
- 9.5. **Exposure:** You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, completeness, currency, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, out-of-date, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us, or any affiliate, or any of their respective officers, directors, employees, shareholders, contractors, or agents (collectively, the "**Released Parties**") with respect to (i) and (ii) herein.

9.6. **Hidden profile:** In certain situations, when an entity's (Startups, Investors, Hubs or MNCs) profile in the Site (the "**Profile**") meets certain criteria, which is determined by our professional team, such Profile may be hidden from the Site, so it can't be viewed by the Site's users and/or be used by the Site's users for any other purposes. The criteria according to which we determine whether a Profile will be hidden from the Site are diverse, and include, among others, cases in which the entity asked us that the Profile will be hidden; cases in which our team determined, according to the public information available to it, that the entity ceased operations in Israel and/or the entity is not Israeli and/or the entity is a foreign entity with no Israeli investments or funds, and more. If the Profile has been claimed by its owner (e.g., the entity), we will notify the owner on such change, and the owner has to right to ask that the Profile will not become hidden, and provide us with the reasons for such a request, by sending an email to finder@sncentral.org.

10. **Communications.**

10.1. **Receiving Messages:** By using the Site or creating an Account you agree to receive communications from us, or from other users to your email address or through the Site, which may be considered promotional messages ("**spam**") under the Israeli law, or under other applicable law.

10.2. **Unsubscribing:** You acknowledge and agree that you may request to unsubscribe from receiving such messages at any time by clicking on the unsubscribe button included in the email or in the Site, or by sending an email to finder@sncentral.org. Please note that it may take several business days to process your request, and you may receive additional messages during this period.

10.3. **Unauthorized Communications:** You agree not to use the communication systems provided by the Site to send unauthorized commercial communications or "spam" messages to other users. You acknowledge and agree that you shall be solely responsible and liable for any such unauthorized communications, and that we reserve the right to take any legal or other action against you in accordance with applicable law.

10.4. **User Liability and Responsibility:** You acknowledge and agree that we do not have any responsibility for the communication or interaction between users, including if they have connected through the Site. You are solely responsible for any communication or interaction with other Site users and any consequences that may arise from such communication or interaction. You should exercise caution and common sense in all of your interactions with other users and take appropriate precautions to protect your personal safety and property. We are not liable for any damages or harm resulting from your interactions with other users of the Site. We recommend that you report any suspicious or inappropriate behavior from other users to us immediately. We reserve the right to investigate and take appropriate action, including suspending or terminating a user's Account, if we determine that their behavior violates the Terms.

11. **Information.**

While we strive for accuracy, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is solely at your own risk and responsibility.

12. **Disclosure.**

We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Site, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of finder.startupnationcentral.org, its users, affiliates or the public.

13. **Third Party Services; Links.**

13.1. **Links on the Site:** The Site may contain links, and may enable you to post content, to third party websites that are not owned or controlled by us. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release the Released Parties from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms of use and privacy policy of each third party website that you may choose to visit, link to, or otherwise interact with.

13.2. **Links to the Site:** We permit 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 us or present any false information about us and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior written consent; (iv) you shall not link from a website that you do not own, or you do not have the necessary rights and permissions to link; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any Intellectual Property Rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

13.3 **Third Party Services:** The Site may integrate and/or interact with third party services, including via APIs. For example, the Services may leverage APIs from Streamio Ltd. and/or its affiliates (“**Streamio**”) and with APIs from Twilio Inc. (“**Twilio**”) to integrate with and interact with services of the Site. We have no affiliation, association, endorsement, or sponsorship by Streamio, Twilio or any other third-party services with which we integrate or interact with from time to time (“**Third Party Services**”). We make no claim, representation or warranty of any kind, type or nature concerning our or any user’s compliance with any third-party terms of service. It shall be your sole responsibility to analyze and interpret any applicable third-party terms of service, such as, without limitation, Streamio terms of service and Twilio terms of service (collectively, “**Third Party Terms**”). You are solely responsible for your interpretation of Third Party Terms and your actions relevant to compliance thereof. By using the Site, you hereby release us and waive any and all claims that you may have against us in connection with any Third Party Services.

14. **Privacy.**

You agree that we may use personal information that you provide or make available to us, or which we may collect or obtain in connection with the Site, in accordance with our privacy policy, which is available at finder.startupnationcentral.org/privacy.

15. **Copyright Policy.**

15.1. **Removal of content:** It is our policy to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "**DMCA**"), we have designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Site. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Site users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

15.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;

15.1.2. A description of the copyrighted work you claim has been infringed;

15.1.3. A Description of the location on the Site of the allegedly infringement material, so we can search for it;

15.1.4. Your address, phone number, and email address;

15.1.5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

15.1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

15.2. **Counter-Notification:** If you believe that the material you posted was removed from the Site by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent (as specified below) that includes substantially the following (please consult your legal counsel or see the DMCA, Section 512(g)(3) to confirm these requirements:

15.2.1. Your physical or electronic signature.

15.2.2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled. We encourage you to provide URLs in the body of an email as this will help us locate such content quickly;

15.2.3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

15.2.4. Your name, address, and phone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which finder.startupnationcentral.org may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

15.3. **Misrepresentations:** Please note that under the DMCA (at 17 U.S.C. Section 512(f)), any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

15.4. **Copyright Agent:** Our agent for notice of claims of copyright infringement ("**Copyright Agent**") can be reached as follows:

15.4.1. Address: 28 Lilienblum Street, Tel Aviv, 6513307, Israel

15.4.2. Email: finder@sncentral.org;

15.4.3. Phone: +972-7-93003100

16. **Warranty Disclaimers.**

16.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent, certain exclusions set forth herein may not apply.

16.2. The Site is provided on an "AS IS" and "AS AVAILABLE" basis, and without warranties of any kind either express or implied. We hereby disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, title, fitness for a particular purpose, non-infringement, and those arising by statute or from a course of dealing or usage of trade. We do not guarantee that the Site will be free of bugs, security breaches, or virus attacks. The Site may occasionally be unavailable for routine maintenance, upgrading, or other reasons. You agree that we (and the other Released Parties) will not be held responsible for any consequences to you or any third party that may result from technical problems of the internet, slow connections, traffic congestion or overload of our or other servers.

16.3. We do not warrant, endorse or guarantee any content, product, or service that is featured or advertised on the Site by a third party or any content that appears in a User Submission. We do not make any representation or warranty with respect to, and disclaim all liability for, any such content (including, for clarity, any User Submission). You specifically acknowledge that we shall not be responsible for the user submissions or conduct (including defamatory, offensive, illegal, or negligent conduct) of any Site's user or owner and that the risk of harm or damage from the foregoing rests entirely with you.

16.4. You acknowledge that we do not endorse, recommend and are not responsible for investigating or conducting a "due diligence" review of any person or entity displayed on the Site, including startups, companies, investors, service providers, or programs, or for verifying that any such persons or entities are accredited, in existence, or otherwise authorized or appropriate for you, including whether you should invest in a startup or company, accept funding from an investor or service from a service provider, or enter into or accept benefits from a program or otherwise enter into any transaction or business relationship with any person or entity. You are responsible to conduct such an investigation yourself and to make sure you understand all the risks involved. You understand that neither we nor our affiliates are investment advisers, brokers, dealers, underwriters or exchanges and are not registered as such in any jurisdiction, and you agree that you will not use our service in any way that may cause us to be treated, or required to register, as such in any jurisdiction.

16.5. Your reliance on, or use of, any User Submission, or interaction with any Site's user or other party, is at your sole risk. If you have a dispute with any Site's user, or other entity or individual in

connection with the Site or any user submission, you agree that we are not liable for any claims or damages arising out of or in connection with such a dispute. We reserve the right, but have no obligation, to monitor any such dispute.

- 16.6. Except as expressly stated in our privacy policy, we do 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.

17. Limitation of Liability.

- 17.1. To the fullest extent permissible by law, neither we nor any other Released Party shall 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, or in connection with these Terms even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

- 17.2. In no event shall our aggregate liability or that of any Released Party 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 us for using the Site during the ninety (90) days prior to bringing the claim.

18. Indemnification.

- 18.1. You agree to defend, indemnify and hold us and the other Released Parties harmless 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, through the Site or otherwise; or (iv) your violation of these Terms. We reserve the right but not the obligation, at our expense, to monitor and participate in, or to assume the control of, any such claim.

19. Term and Termination.

These Terms are effective until terminated by us or you (when you cease to access and use the Site). We have the right to terminate these Terms and/or your access to and use of 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). We shall not be liable to you or any third party for termination of the Site or any part thereof or for termination of any use or access of the Site. 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 19 and Sections 1 (Background), 5 (Restrictions), 8 (Intellectual Property Rights), 9 (User Submissions), 10.4 (User Liability and Responsibility), 14 (Privacy), 16 (Warranty Disclaimers), 17 (Limitation of Liability), 18 (Indemnification), and 20 (Independent Contractors) to 22 (General) shall survive termination of these Terms.

20. Independent Contractors.

You and Start-Up Nation Finder are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and us. You must not, nor do you have any authority to, under any circumstances, make, or undertake, any warranties, representations, commitments or obligations on our behalf.

21. Assignment.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by us without restriction or notification to you.

22. General.

22.1. We reserve the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship and any disputes in relation to the Site between you and us 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. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that we may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and us 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.

22.2. **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.**

Last update: September 2023.