

SNC Terms of Use

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Welcome to www.startupnationcentral.org (“**Main Site**”) together with its Digital Assets, Materials, Marks (all as defined below), related features and any services provided herein, collectively referred to as the “**Site**”). “**Digital Assets**” shall mean the following domains and digital assets:

- a. <https://lp.startupnationcentral.org/donate-options/>,
- b. <https://suvelocity.org/>,
- c. <https://lp.startupnationcentral.org/leadership-circle-membership/> (“**Leadership Circle Program**”),
- e. finder.startupnationcentral.org (“**Finder**”),
- f. the investor dashboard platform which may be provided (within SNC’s discretion) under the link provided by SNC (“**Investor Dashboard**”),
- g. <https://lp.startupnationcentral.org/global-sports-tech-startup-program/> (“**Global Sports Tech Startup Program**”), and
- h. any other of its subdomains, digital assets, or websites powered or owned by SNC.

Please read these Terms of Use (“**Terms of Use**”) carefully before using this Site so that you are aware of your legal rights and obligations with respect to **Start-Up Nation Central Ltd. (CC) and SUV** (as defined below) (collectively and unless specifically stated otherwise, “**SNC**”, “**Startup Nation Central**”, “**we**”, “**our**” or “**us**”) and/or the Site. By clicking “I AGREE”, “I ACCEPT”, “CONTINUE”, or other similar button, or 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 (as defined below) which is hereby incorporated into these Terms of Use (the “**Terms**”, and the date of such acceptance, the “**Effective Date**”).

If you are using the Site on behalf of a company, organization, or other legal entity (collectively, “**Company**”), you represent and warrant that you have the authority to bind the Company to these Terms. In such a case, the terms “you” and “your” will refer to both you as an individual and the Company. If you do not have such authority, or if you do not agree with these Terms, you must not use the Site on behalf of the Company.

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, among other things, to strengthen the Israeli innovation ecosystem, by creating a central resource for information about Israeli startup companies (“**Startups**”), other companies, entrepreneurs, investors, service providers to Startups, programs relevant to Startups, job postings, and other information and activities.
2. **Modification.** We reserve the right, at our discretion, to modify these Terms at any time. Such modification will be effective ten (10) days following the posting of the revised Terms on the Site, and your continued use of the Site and any part of it (including, without limitation, keeping your User Submissions available on the Site) thereafter means that you accept those modifications.

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.** During the period these Terms are in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Site solely for your own personal and non-commercial use, provided that you comply with these Terms. Except for the foregoing right, we do not grant you any rights or licenses to any of our or a third party's Intellectual Property Rights.
5. **Restrictions.** As a condition to your right to access and use the Site, you shall not (and shall not permit or encourage any third party to) do any of the following: (a) copy or reproduce the Site; (b) sell, assign, lease, lend, rent, distribute, or make available the Site to any third party, or otherwise offer or use the Site in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, the Site; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Site; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Site; (f) make a derivative work of the Site, or use the Site to develop any service or product that is the same as (or substantially similar to or competitive with) the Site; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Site; (h) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on the Site infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Site; (i) use the Site for competitive purposes, and/or on behalf of any person or entity that competes with the activities, services, or products offered by SNC, including but not limited to utilizing the Site to receive information, data, or insights for the development or enhancement of competing services or products; (j) engage in any activity that may excessively burden or disrupt the functioning of the Site or its supporting systems; (k) impersonate another person or entity or use a deceptive identity to mislead others about who you are or who you are acting on behalf of; (l) use the Site in any manner that is otherwise malicious, illegal or fraudulent; (m) use the Site to infringe, misappropriate or violate any third party's Intellectual Property Rights (as defined below), or any law; and/or (n) use or launch any automated system (including without limitation, "robots" and "spiders") to access or use the Site; and/or (o) copy, reproduce, publish, distribute, or make available any information, data, or materials obtained from the Finder (or any other part of the Site) without SNC's prior written consent.
6. **Account.** In order to use certain services or features of the Site (such as: (a) to edit and confirm your Finder Profile's (defined below) information as described under the Finder; and/or (b) to register to the Leadership Circle Program), you may be required to log in with your LinkedIn account or your Google credentials or otherwise, and create an account or a profile page on the Site ("**Account**"). You agree not to log in to the Site or create an Account using any fake details 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 Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you hereby agree: (a) to keep your Account password secure; and (b) not to misappropriate the identity of individuals, groups, or organizations or use a fake identity when creating an Account. You must notify us immediately of any breach of security or unauthorized use of

your Account. As between you and us, 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: (a) finder@sncentral.org (for the Finder); (b) leadershipcircle@sncentral.org (for the Leadership Circle Program); (c) info@suvelocity.org (for SUV); and/or (d) hello@sncentral.org (for other parts of the Site).

7. Subscription Plans and Payment Terms.

- 7.1. **Subscription Plans.** The Finder is offered under different subscription plans, including a free plan and various paid subscription plans (collectively, the “**Subscription Plans**” or “**Plans**”). The features, limits, pricing, and other details of each Subscription Plan are available on the Finder pricing page at <https://finder.startupnationcentral.org/pricing-plans> (the “**Pricing Page**”) and may be updated from time to time at SNC's sole discretion. SNC reserves the right to modify, add, or remove Subscription Plans and features at any time.
- 7.2. **Free Plan and Paid Plans.** The free Subscription Plan provides limited access to the Finder as detailed on the Pricing Page. Paid Subscription Plans provide enhanced access, features, and services as specified on the Pricing Page.
- 7.3. **Ongoing Transaction / Recurring Subscription.** Paid subscriptions constitute an ongoing transaction under the Israeli Consumer Protection Law, 5741-1981 (the “**Consumer Protection Law**”). Your paid subscription will automatically renew on a monthly basis at the then-current price and subscription level in your account on your renewal date, unless you cancel it in accordance with Section 7.8 below. The billing cycle is monthly and is calculated from the date of your initial subscription. Each monthly subscription period is referred to as a “Subscription Term”.
- 7.4. **First Charge and Pro-Rata Billing.** The initial charge will be processed upon purchase of your Subscription Plan and will cover the period from the date of purchase until the end of your first Subscription Term. If you upgrade your Subscription Plan or add seats mid-Subscription Term, you will be charged a pro-rated amount (calculated on a daily basis) for the upgraded Plan or additional seats from the date of upgrade until the end of the then-current Subscription Term, in addition to the full price for subsequent Subscription Terms. The pro-rated charge will be added to your next invoice. If we offer you a free trial, you may be required to provide a payment method when you start the trial; however, you will not be charged until the trial ends. Unless you cancel before the end of the trial, the initial charge for your paid Subscription Plan will be processed at the end of the trial and will cover the period from the end of the trial until the end of your first Subscription Term.
- 7.5. **AUTOMATIC RENEWAL.** YOUR PAID SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS AT THE THEN-CURRENT PRICE AND SUBSCRIPTION LEVEL IN YOUR ACCOUNT ON YOUR RENEWAL DATE, UNLESS YOU CANCEL IT IN ACCORDANCE WITH SECTION 7.8 BELOW. Subscription fees for the applicable Subscription Term will be due and payable in advance in full, unless stated otherwise at the time of purchase.
- 7.6. **Authorization for Recurring Payments.** When you purchase a paid Subscription Plan, you expressly authorize SNC (via SNC's third-party payment processor, such as Tranzila) to charge the payment method you provide to SNC for the initial payment, subscription renewals, and any other charges you incur in connection with your use of the Finder (such as Plan upgrades or additional seats). By providing your payment method details and completing the initial payment, you authorize automatic recurring charges to such payment method until you cancel

your subscription. You represent and warrant that you have the legal right to use the payment method you provide to SNC. You are solely responsible for any bank fees, interest charges, finance charges, overdraft charges, and any other fees you incur as a result of the charges billed by SNC. SNC may periodically authorize your payment method in anticipation of applicable fees or related charges.

7.7. Upgrading and Downgrading Plans.

7.7.1. You may request to upgrade your Subscription Plan to a higher-tier Plan at any time through your account settings on the Finder (if such functionality is available) or by emailing us at finder@sncentral.org. In the event of an upgrade, the upgraded Plan will take effect as of the date the upgrade is processed, and you will be charged a pro-rated amount for the period from the date of upgrade until the end of the then-current Subscription Term, in addition to the full price for the upgraded Plan starting from the next Subscription Term.

7.7.2. You may request to downgrade your Subscription Plan to a lower-tier Plan at any time through your account settings on the Finder (if such functionality is available) or by emailing us at finder@sncentral.org. However, the downgrade will only take effect at the beginning of the next Subscription Term. Until then, you will continue to enjoy the benefits of your current Plan and will be charged accordingly. Starting from the next Subscription Term, you will be charged at the price of the downgraded Plan.

7.8. Right to Cancel (Cancellation Rights). As a paid subscription constitutes an ongoing transaction under the Consumer Protection Law, you have the right to cancel your subscription at any time. The cancellation will take effect within three (3) business days from the date SNC receives your cancellation notice (or within six (6) business days if the notice is sent by registered mail), unless you specify a later effective date in your cancellation notice. Upon the effective date of cancellation, SNC will cease providing the subscription services and your access to the paid Subscription Plan, and no further charges will be made to your payment method for subsequent Subscription Terms. Any refund or payment due in connection with the cancellation will be processed in accordance with Section 7.10 below.

7.9. Cancellation Methods. You may submit a cancellation notice through any of the following methods:

7.9.1. By email to: finder@sncentral.org;

7.9.2. By telephone at: +972-7-93003110;

7.9.3. By registered mail to: Start-Up Nation Central Ltd., 28 Lilienblum Street, Tel Aviv, 6513307, Israel; or

7.9.4. Through your account settings on the Finder (if such functionality is available).

When submitting a cancellation notice, please include your full name, email address, account details, and an unequivocal statement that you wish to cancel your subscription.

7.10. Payment Upon Cancellation. In the event of cancellation, you will be charged for the services actually provided to you up until the effective date of cancellation, calculated on a pro-rated basis (based on the number of days of service provided). If you have pre-paid for a Subscription Term and cancel before the end of such term, SNC will refund the unused portion of the pre-paid fees, calculated on a pro-rated daily basis, less any applicable cancellation fee. SNC may deduct a cancellation fee of up to 5% of the monthly subscription price or NIS 100 (whichever is lower), if applicable under the Consumer Protection Law and related regulations. Any refund due will be processed to your original payment method within seven (7) business days from

the effective date of cancellation. For clarity, you are not entitled to a refund for the period during which services were actually provided to you prior to the effective date of cancellation.

- 7.11. **Non-Payment.** Any failure to make payment on the due date, for any reason whatsoever (including, without limitation, denial of authorization by your credit card company, blocked card, exceeded credit limit, or similar reasons), will be considered a material breach of these Terms. In the event of non-payment, SNC may immediately suspend or terminate your access to the paid Subscription Plan without prior notice. SNC may attempt to re-process the payment multiple times at its sole discretion. You agree to update your payment information as necessary and to ensure that payment is made in full and on time. SNC may charge late fees, handling fees, and interest on overdue amounts in accordance with applicable law.
- 7.12. **Transaction Chargebacks and Dispute.** You agree not to dispute a transaction or request a chargeback through your credit card company or any other payment provider, except in cases of unauthorized or erroneous charges. In the event of a dispute, you must first contact SNC at finder@sncentral.org to resolve the issue. If you dispute a transaction in bad faith, SNC may immediately and permanently block your account, prevent you from accessing the Finder and its services, and take any legal action necessary to collect the debt and recover damages caused to SNC. You agree to indemnify and hold SNC harmless from any and all damages, losses, expenses, or costs (including legal fees and attorneys' fees) incurred by SNC as a result of a chargeback or transaction dispute made in bad faith or otherwise not in accordance with this Section.
- 7.13. **Receipts and Tax Invoices.** SNC will send you a receipt or tax invoice (as applicable under Israeli law) for each payment made, to the email address you provided. You are responsible for retaining such receipts and invoices and verifying their accuracy. Any errors or discrepancies must be reported to SNC at finder@sncentral.org within fourteen (14) days of the payment date.
- 7.14. **Taxes.** Unless otherwise specified, all prices listed on the Pricing Page include Israeli VAT (Value Added Tax) as required by law. You are responsible for any additional taxes, levies, or mandatory payments applicable to the services under applicable law.
- 7.15. **Changes to Pricing.** SNC reserves the right to change the pricing of Subscription Plans at any time. Changes to pricing that apply to an existing recurring subscription will take effect at the next renewal of your Subscription Term. SNC will provide advance notice of such changes. You may cancel your subscription at any time in accordance with Section 7.8.
- 8. Donation Collection.** SNC may collect donations (including donations as part of the Leadership Circle Program) through the Site, social media, and other platforms. Donations are processed using third-party payment service providers and donation management providers such as Anedot, Tranzila etc. (“**Third-Party Donation Providers**”).
 - 8.1. To make a donation using a credit card, you will be required to provide personal details, including your full name, identification number, email address, phone number, country/region, mailing address (including postal code), name and type of organization (if applicable) and payment information. Please note that donations and purchases are currently available only from Israel and the US and as otherwise allowed by SNC.
 - 8.2. When donating, your credit card will be verified by the credit card issuer. After the donation is confirmed, we will issue a donation confirmation in compliance with legal requirements. If you do not receive a donation confirmation in your inbox, please check your spam folder or

similar folders. If the confirmation is still not found, it may be due to an error in entering your email address. If this occurs, please contact SNC at the following email: leadershipcircle@sncentral.org.

- 8.3. SNC does not collect or store credit card data or payment information. All payment details are processed by Third-Party Donation Providers under their own terms and conditions.
- 8.4. Donations to AFSNC. The donations made to AFSNC Inc. (“AFSNC”) may be recognized (if allowed under applicable law) as a tax-exempt organization in the USA, under Section 501(c)(3) of the Internal Revenue Code, thus ensuring that all donations are tax deductible to the extent allowed by law.
- 8.5. Donations to SNC. Startup Nation Central is registered as a non-profit entity in Israel. However, it does not hold Section 46 approval under the Israeli Income Tax Ordinance, and therefore donations to SNC are not currently eligible for tax deductions.
- 8.6. Donations to SUV. SCALE-UP VELOCITY LTD. (CC) (“SUV”) which is affiliated with SNC is registered as a non-profit entity in Israel and holds Section 46 approval under the Israeli Income Tax Ordinance and therefore, Donations to SUV may be tax-deductible for Israeli residents under Israeli law, in accordance with the conditions outlined in the Israeli Income Tax Ordinance and applicable laws. Please contact our team for more information about donating to SUV.
- 8.7. SNC, SUV and AFSNC may use donated funds in their sole discretion, provided that their actions align with their public purposes.

9. Donation Cancellations.

- 9.1. SNC operates in accordance with applicable laws, including the Israeli Consumer Protection Law, 5741-1981, and regulations enacted under it (“**Consumer Protection Law**”). In case of any conflict between the legal provisions (including the Consumer Protection Law) and the terms of these Terms, the legal provisions shall prevail.
- 9.2. You have the right to change the donation amount or cancel your donation in accordance with legal obligations specified under the law.
- 9.3. Notification of the cancellation of a donation shall be made by one of the following methods: (a) by email to leadershipcircle@sncentral.org; (b) by telephone at +972-7-93003110; or (c) by registered mail to 28 Lilineblum Street, Tel-Aviv.
- 9.4. In any notification of cancellation as described above, you will be required to provide your full name, phone number, email address for contact, donation number, and specify in the subject of the message “*Online Donation – Customer Service – Cancellation.*”
- 9.5. It is hereby clarified that in the event of cancellation under this Section, SNC is entitled to collect cancellation fees from you for the cancellation action, if the credit card company charges SNC for such an activity.

10. Intellectual Property Rights.

- 10.1. Ownership. SNC retains all right, title and interest, including all Intellectual Property Rights (“**SNC IP**”), in and to the: (i) Site; (ii) Feedback; (iii) SNC’s Confidential Information; (iv) content and information on the Site, including without limitation the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, links, interactive features, and services, including without limitation, information about Startups (collectively, the “**Materials**”); (v) the trademarks, service marks, trade names, service names, trade dress, symbols, brands and logos contained therein (“**Marks**”); and/or (vi) all derivatives, customizations, improvements and modifications to any of the foregoing, regardless of

inventorship or authorship. “Start-Up Nation Finder”, “Start-Up Nation”, “Start-Up Nation Central”, “Global Finder”, “Global Finder Network”, “Leadership Circle”, “Scale Up Velocity” and other marks are Marks of Start-Up Nation Central or its affiliates. All other trademarks used or appearing on the Site are the trademarks of their respective owners. We reserve all rights not expressly granted in and to the Site. These Terms do not transfer any Intellectual Property Rights of SNC and/or its licensors. Your continued use of the Site indicates your consent to be bound by the Guidelines for Using Startup Nation Central Trademarks which may be changed and/or provided to you from time to time.

- 10.2. Feedback. If SNC receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Site or any part thereof (collectively, “**Feedback**”), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to SNC and such shall be considered SNC's Confidential Information. You hereby irrevocably and unconditionally transfer and assign to SNC all Intellectual Property Rights you have in such Feedback and waive any and all moral rights that you may have in respect thereto. It is further understood that use of Feedback, if any, may be made by SNC at its sole discretion. Without derogating from the above SNC in no way shall be obliged to make use of the Feedback.
- 10.3. Use of Materials. Materials on the Site are provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Materials you must retain all copyright and other proprietary notices contained therein. If you wish to use, publish, copy, distribute, transmit, broadcast, display or otherwise exploit such Materials, please be in touch with us at the following emails in order to receive our written consent: (a) finder@sncentral.org (for the Finder); (b) leadershipcircle@sncentral.org (for the Leadership Circle Program); (c) info@suvelocity.org (for SUV); and/or (d) hello@sncentral.org (for other parts of the Site).
- 10.4. 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 User Submissions, 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, User Submissions 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.

11. User Submissions

- 11.1. Responsibility. Certain parts of the Site (such as the Leadership Circle Program or Finder) may permit the submission, hosting, sharing and publishing of content by you and other users including through blog comments and publishing of opportunities (“**User Submissions**”). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any 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, remove, or delete any and all content posted on the Site (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.

- 11.2. 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 (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, database rights, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity rights, location (and similar geography-based) rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights. Subject to the rights granted as provided herein, you retain all of your ownership rights in and to your User Submissions.
- 11.3. License to User Submissions. By submitting the User Submissions to the Site or us, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable 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 publishing and 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 the 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.
- 11.4. 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; (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.
- 11.5. 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 or agents (collectively, the “**Released Parties**”) with respect to (i) and (ii) herein.

12. Additional Terms for Finder.

12.1. Hidden Profiles or Hidden Information.

12.1.1. Under certain conditions, an entity's profile such as those pertaining to Startups, Investors, Hubs, or MNCs (each referred to as a “**Finder Profile**”), or specific components and information within the Finder Profile, may be hidden from Finder’s users if they meet specific criteria determined at the sole discretion of SNC (each referred to as a “**Hidden Profile**” or “**Hidden Information**”).

12.1.2. While a Hidden Profile or Hidden Information will not be visible or accessible to Finder’s users, it may remain visible to the user who has claimed ownership of the specific Finder Profile, as defined under Finder and determined by SNC (the “**Claimed User**”).

12.1.3. The criteria for hiding a Finder Profile or any of its information or components are determined solely at SNC's discretion and include, but are not limited to the following:

12.1.3.1. Requests from the Claimed User to hide its Finder Profile or any of its specific information and components;

12.1.3.2. The entity specified under the relevant Finder Profile which is related to the Claimed User, has ceased operations in Israel;

12.1.3.3. If the entity specified under the Finder Profile is owned by a non-Israeli entity with no investments or funds related to Israel; and/or

12.1.3.4. Other reasons as deemed appropriate by SNC.

12.1.4. In SNC's sole discretion, any Hidden Profile or Hidden Information may be made publicly available again. In the event that SNC elects to alter the status of a Hidden Profile or Hidden Information to “public” and if such Finder Profile is related to a Claimed User, SNC may notify the Claimed User of any such change.

12.1.5. The Claimed User has the right to request that the Hidden Profile or Hidden Information remain hidden or become visible by providing justifications for its request via email at finder@sncentral.org. However, the final decision regarding the visibility of any Finder Profile or any part of it shall rest solely with SNC.

13. Additional Terms for the Investor Dashboard. By using or accessing the Investor Dashboard and its related services, which may only be accessed subject to SNC’s prior written approval as specified herein, you agree to comply with the additional terms specified under the link provided by SNC within its sole discretion (“**Investor Dashboard Terms**”) which shall be an integral part of these Terms. The Investor Dashboard Terms shall only apply to the Investor Dashboard and to the Investor Dashboard as defined under the Investor Dashboard Terms and not to any other services provided herein. Unless specifically specified otherwise, in the event of any conflict between the Terms of Use and the Investor Dashboard Terms, the Investor Dashboard Terms shall prevail in connection with the Investor Dashboard and the Investor Dashboard. For clarity, any terms and conditions not specified under the Investor Dashboard Terms (such as limitation of liability, ownership and miscellaneous provisions) shall be governed by the applicable terms of the Terms of Use.

14. Additional Terms for the Global Sports Tech Startup Program. By using or accessing the services related to the Global Sports Tech Startup Program, you agree to comply with the

additional terms and conditions specified at the following link: [REDACTED] (“**Global Sports Tech Startup Program Terms**”) which shall be an integral part of these Terms. The Global Sports Tech Startup Program Terms shall only apply to the Global Sports Tech Startup Program and not to any other services or program provided herein. Unless specifically specified otherwise, in the event of any conflict between the Terms of Use and the Global Sports Tech Startup Program Terms, the Global Sports Tech Startup Program Terms shall prevail in connection with the Global Sports Tech Startup Program. For clarity, any terms and conditions not specified under the Global Sports Tech Startup Program Terms (such as limitation of liability, ownership, confidentiality and miscellaneous provisions) shall be governed by the applicable terms of the Terms of Use.

15. Additional Terms for Additional Program. Certain programs or services (“**Additional Program**”) may be subject to additional terms specified under the specific link provided by SNC for such Additional Program or on the Site (“**Additional Terms**”) and shall be an integral part of these Terms. By using or accessing the Additional Program, you agree to comply with the Additional Terms. The Additional Terms shall only apply to the Additional Program and not to any other services or programs provided herein. Unless specifically specified otherwise, in the event of any conflict between the Terms of Use and the Additional Terms, the Additional Terms shall prevail only in connection with the Additional Program. For clarity, any terms and conditions not specified under the Additional Terms (such as limitation of liability, confidentiality, ownership, and miscellaneous provisions) shall be governed by the applicable terms of the Terms of Use.

16. Communications.

16.1. 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 Israeli law, or under other applicable law.

16.2. 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 on the Site, or by sending an email to the following email addresses: (a) finder@sncentral.org (for Finder); (b) leadershipcircle@sncentral.org (for the Leadership Circle Program); (c) info@suvelocity.org (for SUV); and/or (d) hello@sncentral.org (for other parts of the Site). Please note that it may take several business days to process your request, and you may receive additional messages during this period.

16.3. Unauthorized Communications. You agree not to, and will not, 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.

16.4. 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.

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

18. 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 the Site, its users, affiliates or the public.

19. Links; Third Party Services.

19.1. 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 (such content, “**Third Party Content**”). The Site may also enable you to communicate with the related third parties. The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third Party Content or third party, or by such third party of us. Furthermore, you acknowledge that we have no control over such third party and there is no affiliation between us and such third party. We do not assume any responsibility or liability for Third Party Content, or any third party's terms of use, privacy policies, actions, omissions, or practices. Please read the terms 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.

19.2. 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.

19.3. Third Party Services. The Site may integrate and/or interact with third party services, including via APIs, all to integrate with and interact with services of the Site. We have no affiliation, association, endorsement, or sponsorship by any of such 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 (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 the Released Parties and waive any and all claims that you may have against the Released Parties in connection with any Third Party Services.

20. Confidential Information. You and/or the Company (collectively, "**Recipient**") may have access to certain non-public proprietary, confidential or trade secret information or data of SNC and its affiliates (collectively, "**Discloser**"), whether furnished before or after the Effective Date, and regardless of the manner in which it is furnished, which given the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential or competitively sensitive of the Discloser (collectively, the "**Confidential Information**"). For clarity, SNC IP shall be deemed as SNC's Confidential Information. Confidential Information shall exclude any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of the Recipient; (ii) the Recipient can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) the Recipient rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of these Terms; (iv) the Recipient can demonstrate in its records to have independently developed, without breach of these Terms and/or any use of or reference to the Confidential Information. The Recipient agrees: (a) not to disclose the Confidential Information to any third parties other than to its directors, officers, employees, advisors or consultants (collectively, the "**Representatives**") on a strict "need to know" basis only and provided that such Representatives are bound by written agreements to comply with the confidentiality obligations as protective as those contained herein, and in any event, the Recipient shall remain responsible for the acts or omissions of its Representatives to the same extent as if such acts or omissions were performed by the Recipient; (b) not to use or reproduce any of the Confidential Information for any purposes except to carry out its rights and responsibilities under these Terms; and (c) to keep the Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the Recipient is required by legal process or any applicable law, rule or regulation, to disclose any of the Confidential Information, then prior to such disclosure, the Recipient will give prompt written notice to the Discloser so that it may seek a protective order or other appropriate relief. The Recipient's obligations with respect to Confidential Information shall survive any termination or expiration of these Terms. Without derogating from any other remedies available under applicable law or agreement, the Discloser shall be entitled to obtain an injunction restraining any violation, further violation or threatened violation of the obligations set forth in this Section .

21. 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 <https://startupnationcentral.org/privacy/>.

22. Copyright Policy.

22.1. Removal of content. 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. 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:

- 22.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
 - 22.1.2. A description of the copyrighted work you claim has been infringed;
 - 22.1.3. A description of where the infringing material is located on the Site, with enough detail for us to find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
 - 22.1.4. Your address, phone number, and email address;
 - 22.1.5. 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
 - 22.1.6. 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.
- 22.2. 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):
- 22.2.1. Your physical or electronic signature;
 - 22.2.2. 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;
 - 22.2.3. 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
 - 22.2.4. 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 Startup Nation Central 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.
- 22.3. Misrepresentations. Please note that under the DMCA (at 17 U.S.C. Section 512(f) of the Copyright Act), 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.
- 22.4. Copyright Agent. Our agent for notice of claims of copyright infringement (“**Copyright Agent**”) can be reached as follows:
- 22.4.1. For Finder: Address: 28 Lilienblum Street, Tel Aviv, 6513307, Israel; Email: finder@sncentral.org; Phone: +972-7-93003110.

22.4.2. For other parts of the Site (including the Leadership Circle Program): Address: 28 Lilienblum Street, Tel Aviv, 6513307, Israel Email: hello@sncentral.org; Phone: +972-7-93003110.

23. Warranty of Disclaimers.

23.1. 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.

23.2. THE SITE (WHICH, FOR CLARITY, INCLUDES WITHOUT LIMITATION MATERIALS AND MARKS) IS PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY US AND OUR LICENSORS AND SUPPLIERS. 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 OR LIABLE 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.

23.3. IN ADDITION, NEITHER SNC NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SITE; (B) THAT YOUR USE OF, OR RELIANCE UPON, THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THAT THE SITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS.

23.4. YOU SPECIFICALLY ACKNOWLEDGE THAT 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 USER OR OTHER PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

- 23.5. 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, OPPORTUNITIES, VISITS, DELEGATIONS 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 FOR CONDUCTING 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.
- 23.6. YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, INCLUDING, WITHOUT LIMITATION, OFFERS FOR OPPORTUNITIES AND EVENTS OR INTERACTION WITH ANY SITE USER OR OTHER PARTY, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE 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.
- 23.7. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

24. Limitation of Liability.

- 24.1. IN NO EVENT SHALL SNC, THE RELEASED PARTIES OR ANY OF OUR LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:
- 24.1.1. ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;
 - 24.1.2. ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;
 - 24.1.3. ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR
 - 24.1.4. THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- 24.2. THE TOTAL AND AGGREGATE LIABILITY OF SNC, THE RELEASED PARTIES OR ANY OF OUR LICENSORS OR SUPPLIERS UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS SHALL NOT EXCEED THE LOWER OF: (A) FIVE U.S. DOLLARS (US \$5); AND (B) THE AMOUNTS ACTUALLY PAID BY YOU

(IF ANY) TO SNC DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM.

24.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR CONTRACT OR TORT LIABILITY.

24.4. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations may not apply. Furthermore, nothing in these Terms shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

25. Indemnity. You agree to defend, indemnify and hold us and 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 any provision 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.

26. Term and Termination.

26.1. Terms. These Terms commence on the Effective Date and shall continue in full force and effect until terminated in accordance herewith (the "**Term**").

26.2. Termination by SNC. We reserve the right to immediately terminate these Terms, or otherwise modify, suspend or discontinue these Terms and/or your access to and use of the Site (or any part thereof), for any reason whatsoever or without a reason, at any time, and with or without notice, or obligation to you, and you agree that SNC shall have no liability to you or any third party for any such termination, modification, suspension, or discontinuance. Without limiting any of the foregoing, SNC reserves the right to suspend your access to the Site and its services temporarily until your breach is cured, or indefinitely if deemed appropriate by SNC. Suspension may occur without prior notice and is at the sole discretion of SNC.

26.3. Termination by You. You may terminate these Terms at any time and for any reason. If you object to any term or condition of these Terms or any subsequent changes thereto, or become dissatisfied with the Site in any way, your sole remedy is to terminate these Terms and to immediately discontinue use of the Site.

26.4. Consequences of Termination and Survival. Upon termination of these Terms, you shall cease all use of the Site. This Section 26 (*Term and Termination*) and Sections 1 (*Background*), 5 (*Restrictions*), 10 (*Intellectual Property Rights*), 11 (*User Submissions*), 16.4 (*User Liability and Responsibility*), 21 (*Confidentiality*), 21 (*Privacy*), 23 (*Warranty of Disclaimers*), 24 (*Limitation of Liability*), 24 (*Indemnity*), and 26 (*Independent Contractors*) to 28 (*General*) shall survive termination or expiration of these Terms.

27. Independent Contractors. You and Startup Nation Central 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.

28. General.

- 28.1. Assignment. SNC may assign or transfer these Terms (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. These Terms are personal to you, and you shall not assign or transfer (or in any other way transfer) these Terms (or any of your obligations or rights hereunder) without SNC's express prior written consent. Any prohibited assignment or transfer shall be null and void.
- 28.2. Governing Law and Jurisdiction. These Terms (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to these Terms and are hereby disclaimed. The competent courts of the city of Tel Aviv-Yaffo shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms provided that we may seek injunctive relief in any court of competent jurisdiction.
- 28.3. Severability. 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; and such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE OR SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 28.4. Remedies. Except as may be expressly stated otherwise in these Terms, no right or remedy conferred upon or reserved by any party under these Terms is intended to be, or shall be deemed, exclusive of any other right or remedy under these Terms, at law or in equity, but shall be cumulative of such other rights and remedies.
- 28.5. Waiver. No failure or delay on the part of any party in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by SNC, the writing must be duly signed by an authorized representative of SNC), and shall be valid only in the specific instance in which given.
- 28.6. Entire Agreement. These Terms represent the entire agreement between SNC and you with respect to the subject matter hereof, and supersede and replace any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and SNC with respect to such subject matter. You acknowledge and agree that in entering into these Terms you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms; for example, statements and explanations in any FAQs or other marketing material on the Site are for convenience only, and are not binding or a part of these Terms. In the event of any conflict between these Terms and any other agreement between the parties relating to the Site or any part of it (including, but not limited to, a Non-Disclosure Agreement), these Terms shall prevail unless expressly stated otherwise.

29. Contact Us.

In order to contact us, feel free to contact the following email address: (a) finder@sncentral.org (for the Finder); (b) leadershipcircle@sncentral.org (for the Leadership Circle Program); (c) info@suvelocity.org (for SUV); and/or (d) hello@sncentral.org (for other parts of the Site).
