

## Sumit-AI Website Terms of Use

### 1. General

- 1.1. These Terms of Use (the “**Terms**”) are a legally binding agreement between Sumit-AI Ltd., an Israeli private company (“**Sumit-AI**”), and the User (as defined below), with respect to the website <https://www.sumit-ai.com> (the “**Website**”). Please carefully read the following Terms before using the Website so that you are fully aware of your legal rights and obligations with respect thereto.
- 1.2. These Terms govern your access to and use of the Website, the Content, the Services (as such terms are defined below) and the features contained therein.
- 1.3. The term “us”, “we” or “our”, refers to Sumit-AI, the owner of the Website. The term “you” refers to any User of the Website (as defined below).
- 1.4. The term “including” is not intended to be exclusive and means “including without limitation”.

### 2. Accepting the Terms of Use

These Terms are effective as of the date you first access or otherwise use or view the Website. Such access, use or view of the Website indicates your acceptance of the terms and conditions contained herein and you agree to be bound by these Terms with respect to your access and use of the Website. **Specifically with respect to applications to join Sumit-AI’s freelancer community, the User is aware that the Website merely serves as a platform for making applications to provide services to Sumit-AI, and Sumit-AI is not obligated and makes no guarantee to enter any commercial relationship with User until a standard services agreement has been entered between the Company and User.**

### 3. Definitions

For the purpose of these Terms:

“**Content**” means any data displayed on the Website, whether created and/or published on the Website by us or by any other person or entity; including, but not limited to, photographs, graphics, audio and video files, articles or any other form which contains information.

“**External Sites**” means any third party websites.

“**Services**” means the services provided on the Website, including the possibility to access External Sites (as defined below), links that may be embedded within the Website and any other actions or items supported by or accessible through the Website.

“**User**” means any person or entity accessing, using or viewing the Website.

### 4. Limited License

Sumit-AI hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to access and view the Website and use the Services, all under the condition that you comply with all of your obligations under these Terms. We grant you no other rights, implied or otherwise.

### 5. The Website

- 5.1. You expressly acknowledge and agree that any access to, or use of, the Website, and any consequences thereof, are at your sole risk, responsibility and liability.
- 5.2. The form and/or features of the Website may change from time to time without prior notice.
- 5.3. In addition, we may stop (permanently or temporarily) operating the Website and/or displaying any of the Content and/or terminate your access to the Website, at our sole discretion at any time without notice and without liability to us.
- 5.4. We also retain the right to restrict the use of, or access to, the Website by you or any other Users, at our sole discretion at any time without notice and without liability to us.

## **6. The Content**

- 6.1. You agree and acknowledge that any use or reliance on any Content presented on the Website is at your own discretion and does not impose any responsibility or liability on Sumit-AI.
- 6.2. The Content does not constitute a recommendation, opinion, advice and/or offer to purchase an asset, product or service and any reliance upon any Content shall be at the User's sole risk. Sumit-AI shall bear no responsibility for the User's reliance upon any Content and/or for the degree to which the Content accords with the User's use and/or needs. Sumit-AI disclaims all responsibility for any Content originating with third parties and does not guarantee its accuracy.
- 6.3. To the extent that the Website displays any plans, images, illustrations or specifications of products or services, such information is displayed for illustration purposes only and the User cannot rely on such information.

## **7. External Sites**

- 7.1. The Services may enable access to External Sites.
- 7.2. Use of an External Site is subject to the terms of use of such External Site. We are not liable or responsible for an External Site's compliance with applicable laws. It is recommended that you review the applicable terms and policies of any External Site to which you navigate from our Website.
- 7.3. You understand that by using any External Site, you may encounter content that may be deemed offensive, indecent, or objectionable, and which may or may not be identified as having explicit language. You acknowledge and agree that we are not responsible for any content published on an External Site.
- 7.4. We make no representation that any External Site is appropriate or available for use in any particular location.

## **8. Problems with the Website**

- 8.1. We do not guarantee that our Website will be compatible with any hardware or software which you may use, or that our Website will be uninterrupted or error free.
- 8.2. The information contained on our Website is provided for general information and interest purposes only. We shall not be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, the information contained on our Website (including the reliance upon any such

information), or for any delay or interruption in the transmission thereof to you, or for any related claims or losses.

## **9. Restrictions on Content and Use of the Website**

9.1. You may not access our Website or Services if:

- 9.1.1. You are not at least 16 years old. By agreeing to these Terms, you represent and warrant to us that you are at least 16 years old;
- 9.1.2. You are a person who is either barred or otherwise legally prohibited from receiving or using the Website under the laws of the country in which you are resident, or from which you use or access the Website; or
- 9.1.3. Such access or use are made in a manner which is inconsistent with these Terms and all applicable laws, rules and regulations.

9.2. You may not do any of the following while accessing the Website or using the Services:

- 9.2.1. use the Website otherwise than in compliance with these Terms and all applicable laws and regulations;
- 9.2.2. facilitate or encourage any violation of these Terms;
- 9.2.3. except as otherwise provided in these Terms, copy, reproduce, print, download or save a copy, republish, display, perform, advertise, distribute, transmit, broadcast, decompile, reverse engineer, disassemble, attempt to derive the source code of, adapt, modify, create derivative works from, sell, rent, lease, loan or otherwise make available or exploit in any form or by any means all or any portion of the Website or any Content, for any purpose;
- 9.2.4. remove or alter any patent numbers, copyright notices, trademark notices or other proprietary notices or identifying marks, symbols or legends included in the Website;
- 9.2.5. use the Website for any unlawful purpose or for promotion of illegal activities;
- 9.2.6. use the Website for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing; or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Website;
- 9.2.7. do anything that could disable, overburden, or impair the proper activity of the Website;
- 9.2.8. do anything that could harm or damage the business activity of Sumit-AI or its legitimate interest;
- 9.2.9. Interfere with or violate the right to privacy or collect or store personal data about other Users in connection with the prohibited conduct and activities set forth in this Section 9 above.

9.3. You may provide links to the Website, provided (a) that you do not remove or obscure the copyright notice or other notices on the Website, (b) that you do not deep-link (i.e. include a link to one of our web pages other than the Website home page) to the Website for any purpose, (c) the site from which

you provide the links to the Website does not engage in illegal or pornographic activities, and (d) you discontinue providing links to the Website immediately upon request by us.

9.4. You are solely responsible and liable for, and Sumit-AI has no responsibility to you or to any third party for, any breach of your obligations under these Terms and for the consequences (including any loss or damage which Sumit-AI may suffer) of any such breach.

## **10. No Warranty**

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SUMIT-AI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, THE SERVICES AND THE CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

10.2. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusions and limitations may not apply to you in such jurisdictions.

## **11. Limitation of Liability**

11.1. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SUMIT-AI, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, BE LIABLE FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, RESULTING IN ANY WAY FROM (I) YOUR ACCESS TO OR USE, INABILITY TO USE, OR RELIANCE ON THE WEBSITE, THE SERVICE, ANY CONTENT AND/OR EXTERNAL SITE, (II) ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY CONTENT INCLUDED IN THE WEBSITE AND/OR IN ANY EXTERNAL SITE, (III) ANY OTHER MATTER RELATING TO THE WEBSITE, THE SERVICES, THE CONTENT AND/OR ANY EXTERNAL SITE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF SUMIT-AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, OR FOR (C) ANY THIRD PARTY CLAIMS AGAINST YOU.

11.2. IN NO EVENT SHALL THE TOTAL LIABILITY OF SUMIT-AI, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, TO YOU AND/OR TO ANY THIRD PARTY, FOR ALL DAMAGES IN CONNECTION WITH THE WEBSITE, THE CONTENT AND THE SERVICES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TEN U.S. DOLLARS (U.S. \$10).

11.3. ANY CAUSE OF ACTION BY YOU WITH RESPECT TO THE WEBSITE AND/OR SERVICE, MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE.

11.4. Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so the limitations above may not apply to you in such jurisdictions.

## **12. Indemnity**

You shall indemnify and hold Sumit-AI and its directors, officers, employees, agents, partners and licensors, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand or claim brought against Sumit-AI by any User and/or any other third party, due to or arising out of your use of the Website or the Services, your violation of these Terms, and/or your violation of any rights of another party.

## **13. Ownership and Intellectual Property**

13.1. You hereby acknowledge that all rights, ownership, title and interest of the Website, the Content (excluding External Sites) and the related patent rights, copyrights, trade secrets, trademarks and all other related intellectual property rights, are and shall remain the sole and exclusive property of Sumit-AI.

13.2. All copyrights in and to the Website and Content are owned solely and exclusively by Sumit-AI, (and/or by its licensors), which reserves all its rights in law and equity with respect thereto.

13.3. You are not granted any right and/or license, or ownership including any copyright, trademark or other intellectual property rights to the Website or to any Content, other than as explicitly set forth in these Terms.

13.4. Except as otherwise provided on the Website or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, reverse engineer, publish, modify, delete, add to, license, post, transmit or distribute any Content from this Website in whole or in part, without our specific prior written permission.

13.5. Any third party trade or service marks present on Content are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever except as permitted in these Terms.

13.6. Sumit-AI reserves all rights not expressly granted to you under these Terms.

13.7. You agree that all trademarks, trade names, service marks, graphics, logos and other brand features used in connection with the Website and the Services, are trademarks or registered trademarks of Sumit-AI (collectively, the "**Sumit-AI Marks**"). Nothing in these Terms gives you a right to use or display Sumit-AI Marks in any manner.

13.8. THE USE OF THE WEBSITE, THE SERVICES OR THE CONTENT OR ANY PART THEREOF, OTHER THAN USE AS PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF SUMIT-AI AND/OR OF OTHERS, AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT.

#### **14. Submitting Information to Us**

- 14.1. Please see our Privacy Policy [\[Sofya, ADD LINK TO PRIVACY POLICY\]](#) for information on how we treat personal data. We do not want to receive confidential or proprietary information from you through the Website unless you have another written agreement with us related to the sharing of such information. Any information that we receive through the Website, other than your personally identifiable information covered by our Privacy Policy, will be deemed to be NON-CONFIDENTIAL.
- 14.2. BY TRANSMITTING TO US INFORMATION VIA THE WEBSITE OR OTHERWISE THROUGH ELECTRONIC MEANS WITHOUT A WRITTEN AGREEMENT WITH US RELATING TO YOUR SUBMISSION, YOU UNDERSTAND AND AGREE THAT WE MAY USE THAT INFORMATION FOR ANY PURPOSE WHATSOEVER WITHOUT OBLIGATION TO YOU.

#### **15. Security**

- 15.1. Violations of system or network security may result in civil or criminal liability. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (i) accessing data not intended for you or logging on to a third party's server or account that you are not authorized to access; or (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt).
- 15.2. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

#### **16. Termination**

- 16.1. To the fullest extent permitted by applicable law, we reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the Services and/or the Website and to terminate, change, suspend or discontinue any aspect of the Website, including, but not limited to, the Content presented on the Website as well as features and/or hours of availability of the Website, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Website or restrict your access to part, or all, of the Website without notice or penalty.
- 16.2. These Terms shall be effective until terminated by Sumit-AI. Without derogating from Sumit-AI's right to terminate these Terms, Sumit-AI, at its sole discretion, without notice to you, may terminate these Terms if you fail to comply with any of the provisions of these Terms, without prejudice to the right of Sumit-AI to be indemnified for its damages and for any other right and remedy.

16.3. In case these Terms terminate, for any reason, the provisions which by their nature would continue beyond termination (including, without limitation, the provisions of Sections 10, 11, 12, 13, 15, 16, 17, 18 and 19 shall survive such termination and shall continue to apply.

16.4. Upon termination of these Terms, you shall cease all use of the Website and/or the Services.

#### **17. Governing Law and Jurisdiction**

17.1. These Terms shall be governed and construed in accordance with the laws of the State of Israel, without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

17.2. You hereby irrevocably submit to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, to resolve any dispute arising out of or pursuant to these Terms, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Notwithstanding the above, you agree that Sumit-AI shall still be allowed to apply for injunctive remedies in any jurisdiction.

#### **18. Unlawful activity**

18.1. You may not use this Website or the Services, other than in accordance with the laws of the State of Israel and the state from which you are accessing and/or otherwise using the Website or the Services.

18.2. We reserve the right to investigate complaints or reported violations of these Terms and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities.

#### **19. Miscellaneous**

19.1. Severability. In the event that any provision of these Terms is held to be invalid or unenforceable, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity or unenforceability, and the remaining provisions of these Terms remain in full force and effect.

19.2. Waiver. No waiver on the part of Sumit-AI of any right under these Terms shall be effective unless in writing and signed by Sumit-AI's duly authorized representative. No waiver on the part of Sumit-AI of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under these Terms.

19.3. Assignment. You may not assign, subcontract or otherwise transfer any of your rights and/or obligations under these Terms. Sumit-AI may assign and/or subcontract some or all of these Terms to any third party in connection with a merger, acquisition, sale of assets, by operation of law, or otherwise. These Terms shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

19.4. No Third Party Beneficiaries. These Terms do not create any obligation of Sumit-AI to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

19.5. Changes to these Terms. We may change these Terms from time to time, at our own reasonable discretion. We will provide notice of substantial changes to these Terms on the Website. Such substantial changes will take effect seven (7) days after such notice was provided on the Website. All other changes to these Terms are effective immediately upon publication of the updated Terms on the Website. Your continued use of the Website and/or Services after the publication of the updated Terms will be deemed acceptance on your behalf of any and all such changes.

## **20. Contact Information**

If you have any questions or comments regarding these Terms, please contact us at: [info@sumit-ai.com](mailto:info@sumit-ai.com).

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Last updated: November 7, 2022