

## A Check Application – Terms and Conditions

**The terms and conditions below define your rights and obligations when using the A-Check application from the publishing house “Tamar Lubelski Accessibility”.**

**The application is managed and operated by “Tamar Lubelski Accessibility” whose address is at 17 Cheil Hamishmar, Tel- Aviv, Sole Proprietorship number 54678503 (hereafter: “the Operator”).**

**Please read these terms of use carefully, as by using this application, including the general use of the services provided by it, you are agreeing to be bound by the terms of this agreement (hereafter: “the User”), which is a binding agreement between the User and the Operator regarding the use of the application. If you disagree with any of the terms and the conditions set forth, you are prohibited from continuing to use the application and are requested to avoid use of it.**

### **1. About the Application**

- The application is meant for use in any computer or cellular device or tablet with working internet connection. The User accepts responsibility for the use of the application, as is, and the Operator assumes no liability or responsibility for the results of any external factors which are out of its control and affecting the use of the application.
- The application provides the following rights, terms and conditions: a guide for first time use of the customer, conducting accessibility surveys, editing of the accessibility findings in each survey, publication of an accessibility report in accordance with the format, technical support during business days, a link to contact an expert surveyor (at additional cost).
- The Operator shall allow the use of four survey permits per application User, and the option to operate and edit each project (property) in the application for a time limit of up to one hour.
- The Operator reserves the right to change and/or remove and/or add, at any time, and it its sole discretion, the location and design and in any other regard anything in connection with the services provided in the contents or in the information above.
- Use of the application is for the business purposes of the User. You may not copy and/or use and/or allow others to copy and/or use the contents from or relating to the

application for any purpose other than the business purposes defined, agreed and signed by and between the Operator and the User.

- The user is permitted to use the application and the services provided by the application only in accordance with the above terms of use and may not use and/or allow others to use the application and/or services provided by the application, in any way other than in accordance with these Terms and Conditions of Use.
- It is prohibited to run computer programs and/or software and/or use any other means to search, copy, scan or recover services and/or content from within the application.
- Prohibition of Offensive Use - The User shall make use of the application for business purposes only and shall not use the application to harm the Operator in any way, and in so doing the user will not damage the Operator's good name or reputation when using the application.
- No content, services, and/or media containing offensive content, including offensive images, shall be linked to the app. For the avoidance of all doubt, the Operator shall not be liable for any damages caused to third parties.
- The Operator may at any time modify, add, subtract and/or terminate (subject to the transaction between the User and the Operator) the application or its contents and/or the provision of the services or any part of them and/or modify the Terms of Use at its sole discretion. It is hereby clarified that the continued use of the application after any such change will constitute the User's consent to said change.
- The Operator may occasionally terminate the services provided by it for the maintenance, repair, improvement and upgrading of some or all of the services provided.
- The Operator shall be permitted to creating links to content and/or services provided by it and/or to any affiliated entities and/or third parties and/or to publish in the application various advertisements that are submitted for publication to a third party. The Operator shall not be liable or responsible for third party content and services appearing in the application and shall not be responsible for any outcome resulting from their use or relying on them. All use of them is done at the sole responsibility of the User, and subject to the Terms of Use of those links and advertisements. Advertising commercial content does not constitute a recommendation or encouragement to purchase the services/products offered. The sole responsibility for third-party advertisements shall be borne by the advertisers alone.

## 2. Intellectual Property

- The Operator owns the exclusive copyrights and intellectual property rights of the application, of the services offered therein and of any content contained therein. It is expressly forbidden to copy, distribute, modify, process, publicly display, transfer to the public, create derivative works, sell or rent any part of the application and the services contained therein, in any manner or by any means without prior written consent of the Operator. The trademarks in the application and the various names (whether registered or not) are the exclusive property of the Operator. If there are advertisements for different advertisers in the application, they are the intellectual property of these advertisers only.

### 3. Operator's Responsibility

- Upon receipt of the price quotation and the Terms of Use of the application, the User confirms that he has reviewed the application and found it suitable for its needs and purposes. The User shall not bring any suit and/or demand and/or claim against the Operator regarding the application or its various services, including the application's capabilities, limitations, rules, content, and suitability to its needs. The use of the application, its services and/or its contents is at the sole responsibility of the User and in any event the Operator shall not be liable for any direct or indirect damage caused to the User and/or to anyone on his behalf and/or to any third party.
- It should be noted that the price quotation for handling the accessibility findings in the surveys are offered in accordance with the Operator's assessment and use thereof shall only be made with the User's consent and sole responsibility.
- The Operator does not guarantee that the application and/or services offered will be available at all times and/or that they will operate free of errors and/or interference errors and/or that they will be immune to unauthorized access to the Operator's computers and will be protected from damage and/or malfunctions or failures. The Operator may terminate the services at its discretion to any user or to all users (subject to their signed transaction) and the User shall have no claim against the Operator as a result of such termination of the Service.
- The Operator is not liable for any damage resulting from the loss of all and/or part of the User's information as a result of a computer system failure of the Operator's and/or anyone acting on its behalf and/or the User.
- Anywhere in these terms where the responsibilities of the Operator are specified, said terms shall also apply to the responsibilities of the managers, employees and those acting on its behalf.

#### 4. Data Security

- When using the application and/or its services, information regarding the use of the application may accumulate.
- The User agrees that any information received by the Operator from the User, including his/her personal information and/or the information about him/her that shall be collected by the Operator within the context of his/her use of the application, shall be stored in the operator's database.
- It is hereby clarified that the User is solely responsible for the device from which the application is launched and for the use of the application installed on the device. The User is responsible for preserving the application logon passwords in order to prevent an unauthorized person from entering the application under the User's name.
- The Operator shall not transfer to third parties information accumulated about the Users except in the following cases:
  - In case of violation of the Terms of Use of the application, acts in violation of the law, or as a result of any attempt to perform said acts.
  - If a judicial order is issued requiring the provision of details or information.
  - In case of dispute, claim, demand and/or legal proceedings between the User and the Operator regarding the use of the application.
  - In the event that the Operator believes, at its sole discretion, that providing the information is necessary in order to prevent damage of any kind to the community of Users as a whole and/or to a third party.

#### 5. Assignment of rights

- The Operator shall be entitled to transfer its obligations and rights under these Terms of Use to any third party without the need to obtain consent from the User.

#### 6. Law and Jurisdiction

- The laws of the State of Israel will apply to the use of the application. The courts in Tel Aviv shall have sole jurisdiction over any matter.

Date:

Signature + Stamp:

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