

Version 010925

## **SaaS Platform Rental Agreement – Eventobot**

This Software-as-a-Service (SaaS) Platform Rental Agreement (hereinafter referred to as the “Agreement”) is concluded between:

The **Client**, whose details are specified in *Annex A*, which forms an integral part of this Agreement. The Client is deemed to have accepted the terms of this Agreement upon confirmation and digital signing of the form or application provided on the Provider’s official platform, hereinafter referred to as the “Client”,

**and**

**Eventobot LTD**, a legal entity registered under the laws of the State of Israel, with registration number 515881993, hereinafter referred to as the “Provider”.

### **The Parties additionally acknowledge and confirm the following:**

That operational support, including technical support, consultation, invoicing, and client communication, may be carried out by the Provider’s representative — **RichiDay LTD** (registration number 516147261), acting on behalf of the Provider in the scope of services under this Agreement.

The Client is informed and agrees that certain additional modules, plugins, or services available through the platform interface may be provided not by the Provider, but by third-party vendors, including RichiDay LTD. Such modules are not part of this Agreement, and all obligations related to them arise exclusively between the Client and the respective provider. The Provider shall not be liable for the content, execution, or quality of such third-party products.

The **Effective Date** of this Agreement shall be either the date of confirmation by the Client via the digital form or platform interface, or the date specified in Annex A.

### **1. Definitions**

1.1. For the purpose of this Agreement, the following terms shall have the meanings assigned below:

a. **Platform / Eventobot** – a software product, including a web platform and associated applications, provided by the Provider as a cloud-based service (SaaS), designed for automated online ticket sales, service bookings, event management, and user interaction.

1.2. **Provider** – Eventobot LTD, the company granting the Client access to the Platform under this Agreement.

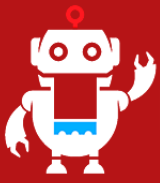
1.3. **Client** – any natural or legal person that has joined this Agreement by digital confirmation and is granted a limited right to use the Platform in accordance with the terms of this Agreement.

1.4. **Parties** – jointly refers to the Provider and the Client.

1.5. **Services** – functionalities and capabilities offered by the Client to their end users through the Platform, including but not limited to ticket sales, event registration, seat booking, service appointments, order processing, and other types of online or offline interaction. The Provider is not the organizer of such services or events and solely provides the technical infrastructure (SaaS solution) to facilitate them.

1.6. **Additional Services** – services not included in the standard functionality of the Platform, provided by the Provider to the Client under a separate agreement, order, or request. The terms, scope, and pricing of such services are defined separately and are not considered part of this Agreement by default.

1.7. **Plugins / Modules** – additional features and extensions that may be integrated into the Platform by the Client, including both official modules from the Provider and third-party components accessible through the platform interface or under a separate agreement.



1.8. **Third-Party Providers** – legal or natural persons who are not the Provider and who offer additional services, modules, or features via the Platform. The relationship concerning such offerings is governed by separate agreements between the Client and the relevant provider.

1.9. **Annex A** – an integral part of this Agreement containing Client details, selected subscription plan, list of ordered services, joining date, and other relevant information.

1.10. **License** – a non-exclusive, non-transferable, and purpose-limited right to use the Platform (SaaS), granted to the Client within the limits of the selected subscription plan or terms outlined in Annex A. The Client does not acquire any rights to the source code or elements constituting the Provider's intellectual property.

1.11. **Data** – any data uploaded, entered, generated, or received through the Platform during its use by the Client and/or the Client's end users, including personal data, order records, payments, visitors, and similar information.

1.12. **Confidential Information** – any information disclosed by one Party to the other under this Agreement that is not publicly available and holds commercial, technical, organizational, or other value.

1.13. **Electronic Agreement Form** – a method of concluding the Agreement whereby the Client agrees to the terms by submitting an online form, questionnaire, or other digital confirmation, which is deemed equivalent to written form under applicable law.

1.14. **Agreement Date** – the date recorded in Annex A or the date the Client digitally confirms the terms of the Agreement through the electronic system.

## 2. Subject of the Agreement

2.1. The **Provider** grants the **Client** access to the **Eventobot Platform** — a cloud-based technical solution (SaaS) designed for online ticket sales, service bookings, and event management — on a rental basis and in accordance with the selected subscription plan or individual offer specified in **Annex A**.

2.2. The **Client** receives a limited right to use the Platform within the scope of their commercial or other lawful activities, with the ability to manage events, orders, and end users via the administrative interface.

2.3. Access to the Platform is provided remotely via a web interface and/or related applications, without the transfer of source code or installation on the Client's servers.

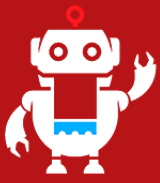
2.4. The scope of available functionality, usage limits (including transaction volume, storage capacity, technical support, and other parameters) are defined according to the selected subscription plan and the terms set forth in **Annex A**.

2.5. This Agreement does not provide for the transfer of exclusive rights to the Platform or its components. All rights to the software code, databases, interfaces, and other elements of the Platform remain the property of the Provider and are not transferred to the Client.

2.6. If needed, the **Client** may order additional services (such as customization, marketing, technical integration, etc.), which are subject to separate arrangements and are not included in the scope of this Agreement by default.

## 3. Procedure for Access and Use of the Platform

- 3.1. Access to the Platform is granted to the Client following payment confirmation (if applicable), completion of the onboarding brief, and activation of the subscription plan specified in Annex A. Activation is performed manually by the Provider or its representative through system setup, domain configuration (if required), and delivery of all necessary access credentials to the Client via email.



3.2. The Client is entitled to use the Platform strictly within the scope of the granted License, according to the specified functional limits and conditions of the chosen plan.

3.3. The Client is not permitted to:

- copy, modify, decompile, disassemble, reverse-engineer, or otherwise interfere with the Platform;
- provide access to the Platform to third parties, except for end users or employees of the Client;
- use the Platform for purposes that violate applicable laws or infringe upon third-party copyrights, patents, or other intellectual property rights;
- use the Platform to distribute or host malicious software, spam, illegal content, or engage in any other prohibited activities.

3.4. Any usage exceeding the established limits (e.g., data storage, transaction volume, or server load) may be suspended by the Provider until additional terms are agreed upon.

3.5. The Provider reserves the right to introduce updates, improvements, and technical modifications to the Platform and shall notify the Client if such changes may affect access or functionality. Updates related to security vulnerabilities may be implemented without prior notice.

3.6. If integration, additional modules, or custom configurations are required, the Client may submit a request, and such services will be performed under a separate agreement.

#### 4. Fees and Payment Terms

4.1. The terms of access to the Platform — including available functionality, technical support, usage limits (such as annual turnover, data storage volume, etc.), and base pricing — are determined by the subscription plan selected by the **Client**.

4.2. The current subscription plans and their descriptions are published on the Provider's official website at: <https://eventobot.net/fee-table/>

The **Provider** reserves the right to update the pricing structure and plan contents. Such changes apply:

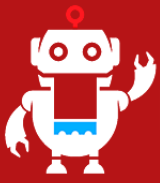
- **to new Clients** — without prior notice;
- **to existing Clients** — according to the procedure outlined in Clause 4.8 of this Agreement.

The Provider may modify pricing plans, including terms and pricing, for new Clients without prior notice. If changes affect the terms of service for an existing Client, they will take effect no earlier than **sixty (60) calendar days** from the date the notification is sent to the Client's contact email address provided in **Annex A**.

4.3. The subscription plan applicable to the Client is recorded in **Annex A** to this Agreement at the time of the Client's digital acceptance. Annex A may also contain custom conditions or deviations from standard plans, as mutually agreed by the **Parties**.

4.4. Payment for use of the Platform is made **on a monthly basis** and may include one or more of the following components:

- a **fixed minimum fee** according to the selected subscription plan, payable at the beginning of each calendar month;
- **variable charges**, including:
  - a percentage of the Client's turnover;
  - overages beyond included limits (e.g., storage, transaction volume, number of events);
  - paid modules, add-ons, and **Additional Services**.



The calculation and payment of variable charges may occur:

- **postpaid** — based on the actual usage during the billing period;
- or **prepaid**, if otherwise agreed and documented in **Annex A** or confirmed via official correspondence between the **Parties**.

4.5. For the purpose of calculating the Monthly Fee, “monthly ticket turnover” shall mean the total gross value of all ticket sales transactions processed through the Platform during the relevant calendar month, irrespective of whether the underlying events take place, are cancelled, or refunded.

4.6 If the Client’s ticket sales are denominated in a currency different from the currency in which the Client pays the monthly subscription fees for the use of the Platform, all such sales shall be converted into the billing currency of the Client’s subscription plan. Each transaction shall be converted at the applicable foreign exchange rate published by Forex on the date of the ticket sale. The corresponding commission, as specified in this Agreement and/or in **Annex A**, shall be calculated based on such converted amounts. A monthly transaction report including the commission calculation will be provided to the Client for settlement.

4.7. All prices stated are **exclusive of VAT** or other applicable taxes, which shall be added to the total amount payable where required by law.

4.8. If the Client exceeds the limits of the selected subscription plan (e.g., turnover, storage, server load), the Client may be offered an upgrade to a higher plan or charged the difference according to the current terms. Such upgrades shall be reflected in an updated **Annex A** or confirmed via email correspondence.

4.9. The **Provider** reserves the right to change the pricing of subscription plans, package structures, and the conditions for service provision, including limits, support levels, functionality, and the cost of **Additional Services**.

Changes affecting the services already used by the **Client** shall take effect no earlier than **sixty (60) calendar days** after notification is sent by email or through the Platform interface.

Changes related to new features, services, modules, or subscription plans not currently used by the Client and not recorded in **Annex A** at the time of notification shall take effect **without prior notice**.

If the **Client** disagrees with changes affecting their current subscription or active services, they have the right to terminate this Agreement by providing **written notice at least thirty (30) calendar days** prior to the desired termination date.

4.10. Services beyond the functionality included in the subscription plan (including **Additional Services** as defined in the “Definitions” section of this Agreement) are subject to **separate fees**, according to the current price list or a custom offer agreed by the **Parties**.

4.11 Billable support services as defined in Clause 9.7 shall be charged at two (2) times the standard hourly support rate, unless otherwise agreed in Annex A.

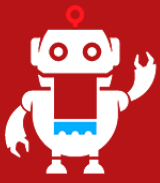
## 5. Obligations of the Parties

### 5.1. Obligations of the Provider:

5.1.1. Ensure the proper technical operation of the Platform and provide access to it in accordance with the terms of this Agreement and the selected subscription plan.

5.1.2. Provide the **Client** with access to Platform functionalities corresponding to their subscription plan, as well as the necessary instructions, documentation, or onboarding brief to begin usage.

5.1.3. Provide technical support to the **Client** within the scope of the selected subscription plan or agreed individual terms, including responses to inquiries, resolution of technical issues, and consultations on using the Platform.



5.1.4. Perform daily data backups on the **Provider's** servers and ensure basic protection against unauthorized access, in accordance with the **Provider's** technical capabilities and security policy.

5.1.5. Upon termination of the Agreement, ensure that the **Client's** data is exported within a reasonable timeframe and in a publicly accessible format, upon request.

5.1.6. Not use the **Client's** data (including user, order, and sales data) for commercial or other purposes, except for the performance of this Agreement.

5.1.7. The **Provider** shall not be liable for the performance, stability, or compatibility of third-party services and components integrated with the Platform at the request of the **Client** or through open APIs. This includes, but is not limited to: payment systems, analytics modules, social media, email marketing systems, CRMs, accounting and tax software, government reporting systems, and other external services. The **Provider** does not guarantee uninterrupted operation, timely data transfer, or compliance with the **Client's** specific requirements.

## 5.2. Obligations of the Client:

5.2.1. Timely pay all required and additional fees in accordance with the terms of this Agreement and the selected subscription plan.

5.2.2. Use the Platform strictly within the scope of the granted **License** and in accordance with applicable laws, without infringing upon third-party rights or performing actions that may damage the **Provider** or the system.

5.2.3. Independently provide their end users with complete, accurate, and up-to-date information about the offered events, services, pricing, refund policies, service terms, and other relevant conditions related to their participation.

5.2.4. Bear full responsibility for all actions performed by end users, employees, or third parties who gained access to the Platform due to the **Client's** initiative or fault.

5.2.5. Not copy, modify, decompile, or distribute the Platform, its components, or functionalities, and not provide access to third parties, except as explicitly permitted by this Agreement.

5.2.6. Comply with data protection laws regarding the processing of user personal data, including but not limited to GDPR, CCPA, or other applicable regulations based on the **Client's** jurisdiction.

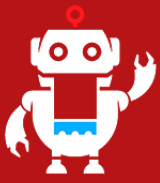
5.2.7. Upon the **Provider's** request, provide any information necessary to fulfill technical, tax, or legal obligations under this Agreement.

## 6. Intellectual Property and License

6.1. All exclusive rights to the Platform — including its source code, structure, database, interface, design, architectural components, as well as related technical and user documentation — belong solely to the **Provider** or its affiliates and are protected under applicable copyright and intellectual property laws. Ideas, suggestions, requests, or concepts provided by the **Client** that are later implemented by the **Provider** (including customizations, modifications, or integrations) do not grant the **Client** any proprietary or moral rights to the developed functionality. Such developments are considered part of the Platform and remain the exclusive property of the **Provider**, unless otherwise agreed in writing.

6.2. The **Client** is granted a **non-exclusive, non-transferable, purpose-limited, and time-limited** license to use the Platform solely for the purposes set out in this Agreement and in accordance with the applicable subscription plan.

6.3. The **Client** is not permitted to:



- copy, modify, decompile, adapt, or otherwise interfere with the Platform's source code;
- transfer, resell, or sublease the Platform to third parties without the **Provider's** written consent;
- use the Platform for purposes not foreseen by this Agreement, including leasing, sublicensing, or integrating it into other systems without prior approval.

6.4. The **Client** may not use the **Eventobot** name, logo, design elements, trademark, or any other identifiers associated with the Platform in advertising, public statements, marketing materials, press releases, or for any other purpose without the prior written consent of the **Provider**.

An exception is made for the inclusion of technical references (e.g., system name in the ticket footer or in the URL) where such display is part of the Platform's standard functionality.

6.5. All results of custom development performed by the **Provider** at the **Client's** request may remain the **Provider's** intellectual property, unless otherwise specified in a separate written agreement.

## 7. Limitation of Liability and Disclaimer of Warranties

7.1. The Platform is provided to the **Client** on an "as is" basis. The **Provider** makes no warranties regarding the complete absence of errors, uninterrupted availability, or absolute security of the Platform's operation.

7.2. The **Provider** shall not be liable for any losses, loss of profit, business interruption, data loss, or any other indirect, incidental, or consequential damages arising from the use or inability to use the Platform.

7.3. The **Provider** bears no responsibility for the performance of third-party integrations, APIs, plugins, modules, or other external components used by the **Client**. The **Client** understands and accepts that such components may affect the stability or compatibility of the Platform, and in the event of malfunctions related to external services, full responsibility for troubleshooting and any resulting consequences rests with the **Client**.

7.4. In cases of custom development, changes to system logic, or connection of non-standard modules, plugins, or external APIs at the request of the **Client**, the **Provider** shall not be liable for any resulting incompatibilities, malfunctions, performance degradation, or other consequences. The **Provider** also reserves the right to decline such modifications if they may compromise the stability, security, or architecture of the Platform.

7.5. The **Provider** reserves the right to temporarily limit or suspend access to the Platform in the event of critical failures, excessive load, DDoS attacks, data breaches, or other incidents that pose a threat to the stability, security, or integrity of the infrastructure.

For **Clients** with high load requirements or demanding enhanced fault tolerance, access to mirrored (replicated) or backup servers may be provided upon prior technical arrangement and for an additional fee, where applicable.

7.6. The **Provider's** liability for any obligation under this Agreement is limited to the total amount of payments actually received from the **Client** during the three (3) months preceding the date of the claim, unless otherwise required by applicable law.

### 7.7. Cross-Account Interaction and Joint Sales

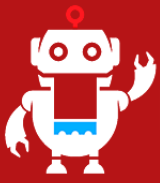
The Platform allows mutual display of events between different accounts (cash registers) to enable joint ticket sales. However, the **Provider** does not guarantee proper functionality of this feature in the following cases:

- custom modifications made to either of the participating accounts;
- use of incompatible plugins or external modules;
- compromised template structure or business logic due to **Client's** actions.

The **Provider** shall not be liable for:

- errors in publishing, displaying, or selling tickets between accounts;





- commercial or contractual relationships between **Clients** engaging in joint ticket sales;
- consequences of uncoordinated integrations, misconfigurations, or other administrative decisions made by the **Client**.

The **Client** is solely responsible for ensuring legal and commercial alignment with other parties participating in joint sales, including agreements on revenue sharing, refund policies, and customer support terms.

## 8. Confidentiality and Data Protection

8.1. Any **Confidential Information** exchanged by one **Party** with the other in connection with the execution of this Agreement shall not be disclosed, distributed, or used for any purpose other than the fulfillment of this Agreement without prior written consent of the disclosing Party.

8.2. **Confidential Information** includes, but is not limited to:

- internal technical solutions, source code, database structure, and the Platform interface;
- information regarding the Client's customers, sales, events, statistics, and analytics;
- the terms, commercial parameters, and correspondence between the **Parties**.

8.3. Each **Party** undertakes to:

- use the received confidential information solely for the purpose of fulfilling this Agreement;
- ensure secure storage of such information and protect it from unauthorized access;
- promptly notify the other **Party** in the event of a data breach, compromise, or other incident involving confidential information.

8.4. The confidentiality obligations shall remain in force for a period of three (3) years following the termination of this Agreement, unless otherwise agreed in writing.

8.5. If either **Party** involves third parties (e.g., contractors, freelancers, partners) in the execution of this Agreement, it must ensure their compliance with the provisions of this section.

8.6. The **Provider** agrees to comply with applicable data protection laws, including but not limited to:

- the EU General Data Protection Regulation (GDPR), if the **Client** or its users are located in the European Economic Area (EEA);
- other local data protection laws, based on the **Client's** jurisdiction.

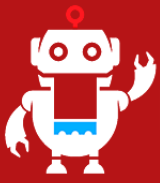
8.7. The **Client** is solely responsible for:

- the lawful collection, storage, and processing of personal data of its end users;
- providing appropriate privacy notices and obtaining user consent;
- complying with data privacy and information protection laws applicable in its country of operation.

## 9. Service Level Agreement (SLA)

9.1. The **Provider** undertakes to ensure Platform **availability of no less than 98% per calendar month**, excluding:

- scheduled maintenance, for which the **Client** is notified at least 24 hours in advance;



- emergency situations, including cyberattacks, outages in external services (e.g., data centers, payment gateways), or actions of third parties;
- force majeure events, as defined in Section 12 of this Agreement.

9.2. Scheduled maintenance lasting no more than eight (8) hours per month shall not be considered a violation of the SLA.

9.3. In the event of critical failures affecting the availability or proper functioning of the Platform, the **Provider** shall:

- immediately initiate internal troubleshooting procedures;
- notify the **Client** within a reasonable timeframe about the presumed cause and estimated resolution time;
- provide a post-resolution report upon request.

9.4. **Clients** with high traffic loads or custom configurations may utilize mirrored or backup servers. The terms, parameters, and cost of such infrastructure shall be defined separately in **Annex A** or a dedicated agreement.

9.5. The **Provider** is not responsible for decreased availability caused by:

- actions of the **Client** (including misconfiguration, DNS changes, third-party API errors);
- failures of external services outside of the **Provider's** control;
- custom modifications that compromise Platform stability.

9.6 The stated SLA does not apply to third-party modules developed or integrated upon the **Client's** request.

9.7 In the event that the Client submits a support request outside of Business Hours claiming a critical issue, and upon investigation by the Provider it is determined that no critical issue existed or the issue was non-critical, the time spent by the Provider's team on such investigation shall be deemed billable support services.

## 10. Liability of the Parties

10.1. Each **Party** shall be liable for compliance with the terms of this Agreement and for any damages caused, within the limits established by applicable law and the provisions of this Agreement.

10.2. The **Provider** shall not be liable for:

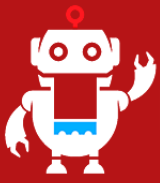
- actions or omissions of the **Client**, its employees, users, or third parties granted access to the Platform by the **Client**;
- failures caused by custom modifications, third-party APIs, or integrations implemented at the **Client's** request (see clause 7.4);
- unauthorized use of the Platform or its components by the **Client** or third parties;
- the content, accuracy, or legality of information published by the **Client** or its users;
- consequences of using third-party services connected to the Platform (see clause 5.1.7).

10.3. The **Provider's** liability for breach of this Agreement is limited to the amount actually paid by the **Client** during the three (3) calendar months preceding the date of the claim, unless otherwise required by mandatory law (see clause 7.6).

10.4. The **Client** shall be fully responsible for:

- compliance with applicable laws regarding ticket sales, event organization, refunds, and data protection (see clauses 5.2.3, 5.2.6, 8.7);
- all actions of its users, partners, contractors, and anyone it granted access to the Platform;
- all obligations to end users, including refunds, communications, and fulfillment of event terms.





10.5. This section shall be applied in conjunction with other provisions of this Agreement concerning limitations or exclusions of liability.

### 11. Termination of the Agreement

11.1. This Agreement may be terminated:

- by either **Party**, with thirty (30) calendar days' prior written notice;
- by mutual agreement of the **Parties**;
- on other grounds as set forth in this Agreement or under applicable law.

11.2. The **Provider** may terminate this Agreement early, unilaterally, with at least seven (7) calendar days' notice to the **Client**, in case of:

- material breach of this Agreement;
- repeated delays in payment (more than 14 calendar days);
- illegal or improper use of the Platform;
- threats to the security of the system, other Clients, or third parties;
- violations of clauses 5.2.2, 5.2.5, or 6.3 of this Agreement.

11.3. Upon termination of this Agreement:

- the **Client's** access to the Platform will be revoked as of the termination date specified in the notice;
- upon written request submitted within fifteen (15) calendar days from the termination date, the **Provider** shall deliver an export of available data in a commonly used format within fifteen (15) business days;
- stored data may be deleted by the **Provider** thirty (30) days after termination unless otherwise agreed by the **Parties**.

11.4. If the **Client** terminates the Agreement due to disagreement with changes in service terms (see clause 4.8), they must send a corresponding notice within thirty (30) days from the receipt of the change notice. In such a case, the Agreement will end on the last day of the paid period, without penalties or additional obligations.

11.5. Termination of the Agreement does not release either **Party** from obligations accrued prior to the termination, including payment, data export, confidentiality, and intellectual property protection.

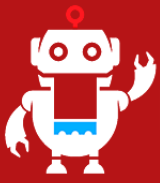
11.6. In case of termination initiated by the **Client**, the collected data regarding its end users (customer database) shall remain with the **Client**, except for data related to joint events with other Clients, in which case such data shall be considered shared.

The **Provider** may retain technical and anonymized data required for statistical and analytical purposes.

### 12. Force Majeure

12.1. The **Parties** shall be released from liability for full or partial non-performance of their obligations under this Agreement if such non-performance is the result of **force majeure circumstances** that arose after the conclusion of the Agreement and which the Parties could not foresee or prevent by reasonable means.

12.2. Such circumstances include, but are not limited to: natural disasters, wars, military actions, epidemics and pandemics, widespread internet or data center outages, cyberattacks, actions by government authorities that restrict fulfillment of the Agreement, power outages or disruptions, as well as acts or omissions of third parties on whom the performance of obligations under this Agreement depends (e.g., payment systems, hosting providers, etc.).



12.3. The **Party** affected by force majeure must notify the other **Party** in writing without undue delay (within five (5) business days), providing supporting documentation.

12.4. In the event of force majeure, the time for performance of obligations under this Agreement shall be extended proportionally to the duration of such circumstances.

12.5. If the force majeure continues for more than sixty (60) consecutive calendar days, either **Party** may unilaterally terminate this Agreement by providing written notice to the other **Party**.

### **13. Governing Law and Jurisdiction**

13.1. This Agreement shall be governed by and construed in accordance with the **substantive laws of the State of Israel**, excluding its conflict of laws provisions.

13.2. Any disputes, disagreements, or claims arising out of or in connection with this Agreement shall first be attempted to be resolved through **negotiation** between the **Parties**.

13.3. If no resolution is reached within thirty (30) calendar days of receiving a written claim, the dispute shall be submitted to the **competent courts of Haifa, Israel**, unless otherwise agreed in writing between the **Parties**.

13.4. This provision does not limit the **Provider's** right to seek **interim or injunctive relief** in any other jurisdiction, if necessary, to prevent harm or protect its interests.

### **14. Miscellaneous and Agreement Execution**

14.1. This Agreement enters into force on the date specified in **Annex A**, or from the moment the **Client** accepts the offer via the Platform interface or makes payment — whichever occurs first — and remains in effect until terminated in accordance with this Agreement.

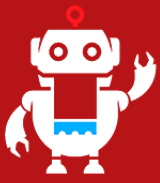
14.2. This Agreement constitutes the **entire agreement** between the **Parties** and supersedes any prior agreements, correspondence, or contracts, whether oral or written, related to the subject matter of this Agreement.

14.3. All notifications and communications between the **Parties** shall be sent to the email addresses specified in **Annex A** or in the registration form on the Provider's website. Such notifications are deemed delivered on the date of sending, unless proven otherwise.

14.4. Any amendments, supplements, or termination of this Agreement must be made in **written form** (including digital), unless otherwise expressly provided in this Agreement, including the Provider's right to unilaterally amend the terms (see clause 4.8).

14.5. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by one that most closely reflects its intent and purpose.

14.6. The **Client** may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the **Provider**. The **Provider** may assign its rights and/or obligations under this Agreement to an affiliated company or legal successor without the **Client's** consent.



14.7. This Agreement shall be governed by and construed in accordance with the **laws of the State of Israel**. Any disputes arising out of or in connection with this Agreement shall be subject to the jurisdiction of the competent court at the Provider's place of registration, unless otherwise agreed by the **Parties**.

14.8. This Agreement may be entered into:

- by accepting the public offer on the **Provider's** website;
  - by completing the form on the website and paying for the selected plan;
  - or by signing a physical copy (including scanned copy/electronic signature).
- All of the above methods are considered legally equivalent and constitute full acceptance of the Agreement by the **Client**.

14.9. Electronic copies of this Agreement, confirmation via web forms, registration and payment systems, as well as all electronic correspondence and digital records generated through Platform usage, shall be deemed legally binding evidence of the relationship between the **Parties**.

14.10. This Agreement is executed in **English**. If translated into other languages, the English version shall prevail in the event of discrepancies.