

TERMS AND CONDITIONS

[Last Amended: March 01, 2022]

These terms and conditions (“**Terms**”) are a legally binding agreement between Ongage Ltd. (“**Ongage**,” “**we**,” “**us**,” or “**our**”), and you, a user which access to or otherwise interact with our website, available at <https://www.ongage.com/>.

ACCEPTANCE OF THE TERMS: BY ACCESSING, BROWSING OR OTHERWISE USING OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS.

We reserve the right to periodically amend or revise the Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. The last revision date will be reflected in the “Last Amended” header above. Your continued use of the services, Content, or website following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. We will make best efforts to provide you with written notification by applicable means of communication, in the event of any material changes to these Terms.

1. THE WEBSITE

The website provides information and resources about our business, services, and other content related thereto, including without limitation, contact information, images, text, logos, button icons, videos, and other specialized content and features (collectively, the “**Content**”). In addition, the website provides you with means of communication which you can use to [contact us](#), [register for a free trial](#), [request a demo](#), signup for our newsletter and web conferences, read or comment on one of our [blogs](#), participate in our referral program, etc. Any information processed through such channels shall be subject to our [Privacy Policy](#).

The website may include links to third party websites and resources that are not operated or owned by us (“**Third Party Content**”). Your interaction with such content not operated by Ongage is subject to your acknowledgment and adherent with such third party’s terms of use and other applicable policies (such as privacy policy). We have no control over such Third Party Content nor we are obliged to monitor it, hence, your interaction with the Third Party Content is at your own risk.

We reserve the right to change, modify, suspend, or discontinue any aspect of the services, Content, or website at any time without notice to you and without any liability to you whatsoever in connection therewith.

THE CONTENT IS INTENDED SOLELY FOR INFORMATIONAL AND BUSINESS PURPOSES. THE CONTENT IS NOT, NOR SHALL IT BE TAKEN AS PROFESSIONAL SERVICES OR ADVICE. WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ANY ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT AVAILABLE ON THIS WEBSITE, WHICH ARE DONE AT YOUR OWN RESPONSIBILITY AND RISK. THE INFORMATION CONTAINED ON THIS SITE IS FOR GENERAL GUIDANCE ONLY.

2. FREE TRIAL PERIOD

Ongage may offer you to [create an account](#) (“**Account**”) free of charge and enjoy a 14-day free trial (see our [pricing page](#) for more information). Any information processed during your registration or use of the services shall be subject to these Terms of Use and our [Privacy Policy](#). Further, the registration process and the use of the free trial services, or otherwise the Ongage Services, are subject to and governed by the [Ongage Master Service Agreement](#).

3. REFERRAL PROGRAM

Ongage may offer you to share and recommend our services to third parties as part of our referral program (“**Referral**”) and attain 10% of all revenues collected in the first year of business (“**Referral Program**”). In order to participate and receive additional information regarding our [Referral Program](#), please visit our website or send a personal intro to amit.avidar@ongage.com. Ongage reserves the right to disqualify any referrers from participating in the Referral Program or change its conditions at any time at its sole discretion, including without limitation, in cases of non-compliance with these Terms of Use or failure to comply with any applicable laws. Any information processed during your participation in the Referral Program shall be subject to these Terms of Use and our [Privacy Policy](#). You further undertake and warrant that you have all rights and consents to provide us with the contact information of your Referral and that you will indemnify Ongage against any claim that is brought by or raised by a Referral.

4. USER GENERATED CONTENT

In the event you choose to leave a comment on one of our blogs, you will be required to register with a third-party provider [GraphComment](#). You hereby represent and warrant that: (i) you understand that information processed during your registration or use of such services shall be subject to GraphComment’s [Terms of Service](#); (ii) you agree that Ongage will not be held responsible for any decision made or action taken or not taken in reliance on the content of the blogs nor does Ongage assume any responsibility for any loss, injury or damages incurred as a result or in connection with such actions; (iii) any user generated content (“**UGC**”) provided by you shall not contain Personal Data such as personal name, phone number, address, etc. nor shall it contain any restrictive, prohibited or illegal content. Any and all UGC shall comply with the Ongage [Acceptable Use Policy](#).

5. REPRESENTATION, WARRANTIES & RESTRICTION OF USE

You hereby represent and warrant that: (i) you are eligible to enter into these Terms, or, where applicable, you have all proper authorization to enter into these Terms; (ii) you are not considered to be a “child,” “minor” or any other similar term, in your jurisdiction and that you are not under the age of 13; and (iii) to comply with all applicable laws regarding your access to the website, including any intellectual property law.

You further represent and warrant to not, and to authorize or encourage any third party to: (i) use the services, Content or website in a non-compliant, unlawful, illegal, fraudulent, inappropriate, or unauthorized manner (including that which would infringe upon the rights of a third party) or that is in breach of applicable law; (ii) circumvent, disable or otherwise interfere with security-related features of the services, Content, or website or prevent others from using the services, Content, or website; (iii) copy, modify, or create a derivative work of the services, Content, or website, in whole or in part; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Ongage services, Content, or website, in whole or in part; (v) remove, deface, obscure, or alter the services, Content, or website therein including any copyright notices, trademarks, other proprietary rights or disclaimers provided as part of the services, Content, or website; (vi) create a database by systematically downloading and storing all or any Content from the Service; (vii) create a database by systematically downloading and storing all or any Content from the Service; (viii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Ongage services, Content, or website to a third party; and (ix) use, access or attempt to access the services, Content, or website with any automated means (including robots, scrapers, etc.).

Any images uploaded or stored on the Platform may be used solely for the purpose of creating, managing, and delivering email communications through the Services. You may not use the Platform as a general hosting service, and images stored on the Platform may not be served, linked, or used for any external purpose, including displaying content on websites or third-party applications.

6. INTELLECTUAL PROPERTY

The services, Content, or website are exclusively owned by Ongage or by third party licensors (e.g., service providers). Except as explicitly provided herein, no license, right, title or interest to the website or the Content shall be granted to you, and we or our partners reserve any and all rights, title and ownership to the website and the Content. You shall not use any of Ongage's copyrights, trademarks, trade names, logo or other Intellectual Property in any way except to the limited extent as may be expressly agreed in these Terms or subject to our prior written consent.

7. DISCLAIMER OF WARRANTIES

Except as provided herein, the services, Content, or website are provided on an "as is" and "as available" basis, without warranties of any kind, express or implied, including, without limitation, representations, warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or from a course of dealing or usage of trade, marketability, suitability, incompleteness, applicability or relevance of the Content. You agree that Ongage will not be held responsible for any decision made or action taken or not taken in reliance on the Content nor do we assume any responsibility for any loss, injury or damages incurred as a result or in connection with such actions. We make no representation or warranties that the services, Content, or website are or will be available for use in any particular location or at any specific time.

Except as expressly stated herein, Ongage does not make any representations, warranties or conditions of any kind, express or implied, as to the security of any information you may provide or activities you engage in during the course of your use of the services, Content or website. Your use of the services, Content, or website is at your own risk and responsibility. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

8. LIMITATION OF LIABILITIES

YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ONGAGE, INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "**ONGAGE GROUP**"), AS WELL AS ITS VENDORS, DISTRIBUTORS, AND THIRD PARTY LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS, INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE, OR MALFUNCTION, OR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, CONTENT, OR WEBSITE, EVEN IF ONGAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN THE PERFORMANCE OF ANY OF OUR OBLIGATIONS HEREIN THAT ARE CAUSED BY AN EVENT BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ONGAGE GROUP FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNT PAID BY YOU TO ONGAGE.

9. TERMINATION

You can terminate these Terms at any time by ceasing your use of the services, Content, or website. We may terminate these Terms at any time, with or without cause, effective immediately.

10. JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of Israel without giving rise to any conflict of law principals therein. You hereby agree to resolve any dispute you have exclusively in the competent courts of Tel-Aviv, Israel.

11. MISCELLANEOUS

These Terms constitute the entire understanding between you and Ongage with respect to the use of the services, Content, or website. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. Failure of Ongage to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed as a waiver of such rights or of subsequent

actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without the prior written consent of Ongage. Your relationship with Ongage is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship.

12. CONTACT US

If you have any questions about these Terms, please contact us at:

- By email: info@ongage.com.
- By mail: HaNechoshet St. 6, Tel Aviv-Yafo, 6971070, Israel.
- By Phone: +972-3-624-7117.