

Terms of Use

White Innovation D.M 2012 Ltd

1. Legal Agreement

- 1.1 These Terms of Use ("**Terms of Use**" or "**Agreement**") form a legal agreement between You (including, if applicable, any legal entity which You represent or act for) ("**You**" or "**Company**") and White Innovation D.M 2012 Ltd. an Israeli Company, incorporated under the laws of the State of Israeli ("**We**", "**Us**", "**White Innovation**").
- 1.2 By accessing and/or using the website, located at <http://www.geniethefreshway.com/> (the "**Website**") You confirm that You have read, understood and agreed to be bound by, and comply with, these terms and conditions as set forth in this Terms-of-Use.
- 1.3 We may change the terms of this Agreement at any time by posting the revised version to the Website, which shall be effective upon such date and thereafter. Your continued use of the Website shall be considered your acceptance of the revised Agreement.
- 1.4 This Agreement constitutes the entire agreement between You and Us with respect to the use of the Website, and shall supersede all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter hereof.

2. Terms of Use

- 2.1. You are strictly prohibited from, and agree that You will not, adapt, edit, change, modify, transform, publish, republish, translate, distribute, or redistribute the Website or any information contained in the Website (in any form or media) without White Innovation's prior written consent.
- 2.2. While using the Website, you may not do, intentionally or carelessly, any of the following:
 - 2.1.1. Browse, surf, process, scan or use the Website via operation of a computer program designed to gather information or perform operations imitating a human user (including, without limitation, Bots or Crawlers).
 - 2.1.2. Manipulate the URL of the Website, or otherwise gain access to any internal pages to which White Innovation has not provided you with a direct link (including, without limitation, URL hacking).
 - 2.1.3. Carry out any action which may infringe the copyrights of White Innovation or any of its affiliates or any other copyright holder.
 - 2.1.4. Carry out any action which may infringe any laws, regulations, orders or any guidelines of any governmental authority.
 - 2.1.5. Use any automated data collection methods, data mining, robots, reverse engineer or scraping or any data gathering methods of any kind on the Website.

3. Contact Us Option

- 3.1. In the course of the use of the Website, You may use the "Contact Use" option located at the bottom of the Website. In Order to Contact Use You are required to enter Your name, email, county and phone number (the "**Contact Information**").
- 3.2. The information about you, including, but not restricted to, the Contact Information is subject to the Privacy Policy provisions of Section 5 hereunder.

4. Copyrights and Intellectual property

All intellectual property of the Website, including all content of the Website, is protected by copyright, trademark, or patent laws, and is owned exclusively by White Innovation. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Website. All trademarks and service marks, whether registered or not, and trade names, are owned and/or licensed by White Innovation. White Innovation does not grant You any other rights whatsoever in relation to the Website or the content of the Website. All other rights are expressly reserved by White Innovation.

5. Privacy Policy

- 5.1. The terms of the privacy policy (the "**Privacy Policy**") constitute an inseparable and integral part of this Agreement – by expressing your consent to this Agreement You hereby agree to the terms of the Privacy Policy.
- 5.2. We respect Your privacy, and the reason We prepared this privacy policy is to inform You regarding Your rights. We will not disclose Your private information or share Your contact details without Your consent. Notwithstanding, We are obliged to follow local rules if We are required to do so.
- 5.3. We may store Your Contact Information which You supply Us, including Your (or Your company) name, email address, country and telephone number. We may use Your Contact Information in order to provide you with relevant advertising, offers and/or services.
- 5.4. In order to serve you, we may share Your Contact Information with our affiliates. The affiliates' use of information is limited to these purposes, and subject to agreement that require them to keep information confidential. Our affiliates provide assurance that they safeguard the data they hold on our behalf.
- 5.5. In case You feel Your privacy was violated in any way, please contact Us immediately using the "Contact Us" option located at the bottom of the Website, and We will examine Your complaint.

6. Disclaimer of Warranties

- 6.1. The Website is provided "AS-IS", without warranty of any kind, either express or implied. Without limiting the foregoing, We explicitly disclaim all warranties, express or implied, regarding the Website, including any implied warranty of quality, availability, merchantability, fitness for a particular purpose or non-infringement, and any warranties arising out of course of dealing or usage of any trade, including without limitation to the Website being free from defect or any virus, worm, Trojan horse or any other potentially malicious code. YOU HEREBY RELEASE US FROM ANY DAMAGES, CLAIMS OR OTHER CAUSE OF ACTION RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE WEBSITE. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF THE WEBSITE, OR TO THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THEREBY. THE ABOVE SHALL ALSO APPLY TO ANY INFORMATION YOU MAY RECEIVE FROM US OR THROUGH US AT ANY TIME.
- 6.2. The Website may become unavailable, in whole or in part, due to technical failure, maintenance and upgrade works, as well as upon our sole discretion or otherwise. Additionally, You hereby declare and acknowledge that the Website is in beta phase and is still under development. We will not be held liable, under any circumstances, for the loss of any Content.

7. Limitation of Liabilities

- 7.1. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, WHETHER DIRECT, INDIRECT OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, AND INCLUDING FURTHER, DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE WEBSITE, THE NON-AVAILABILITY OF THE WEBSITE OR THESE TERMS OF USE, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, EMPLOYMENT OPPORTUNITIES, FROM BUSINESS INTERRUPTIONS, OR FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE WEBSITE. IN NO EVENT WILL WE BE LIABLE TO YOU, TO ANY OF OUR AFFILIATES OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION.
- 7.2. THE PROVISIONS OF THIS SECTION 7 SHALL APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3. YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS OF USE IS TO DISCONTINUE USING THE WEBSITE. IN THE EVENT THAT A COURT HAVING JURISDICTION SHALL DETERMINE THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS OF USE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) FOR THE SERVICES PROVIDED HEREUNDER.

8. Indemnity

You shall defend, indemnify, and hold Us harmless, our affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all claims, actions, proceedings, losses, damages, liabilities, costs and expenses, including reasonable legal fees, that arise from or relate to (i) Your access, use or misuse of the Website, or (ii) Your violation of these Terms of Use or any applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and fully cooperate with Us in connection therewith. For the avoidance of doubt, claims and/or proceedings shall include Copyright and/or Trademark's infringements, patents misuse or any other misuse by You in contrast to these Terms of Use.

9. General Terms

- 9.1. Should any part of these Terms of Use be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect.
- 9.2. Failure by Us to enforce any provision of these Terms of Use will not be considered a waiver of the right to enforce such provision. Our rights hereunder will survive any termination or expiration of these Terms of Use.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Israel, excluding its choice of law rules. All disputes relating to this Agreement shall be settled in the courts located within Tel-Aviv, Israel.