

## **TERMS OF USE AND LEGAL RESTRICTIONS**

(Last revised on Feb 22, 2018)

### **CHAPTER I - GENERAL TERMS**

Welcome to this website (available at <https://app.mgslanguage.com> or any other address as may be applicable from time to time) (the "**Site**" or the "**Website**"), which is operated and managed by MGS Language Solutions (Registered Partnership No. 540179223) of 17 Hamefalsim St., Petach Tikva (the "**Partnership**"). The Partnership is part of Manpower Group.

The Use of the Website is subject to the terms and conditions herein (as may be amended and/or updated from time to time) ("**Terms**" or "**Terms of Use**"). Before Using the Site, read these Terms carefully. By Using the Site, you declare and confirm that You read the Terms, understood their content and agree to be bound by them without limitations.

The Terms, together with the Privacy Policy (as defined in Section 15.6 below), will form the legal basis for any litigation between You and the Partnership regarding the Site and/or any service offered in it (including the Translation Services). If you do not accept the Terms of Use, wholly or partly, do not use the Site in any manner whatsoever.

#### **1. Definitions**

- 1.1 "**Candidate Content**" - means any kind of information, data or content which is uploaded and/or otherwise provided by the User to the Partnership via the Site, in response to a job offer posted on the Site and/or via the "Contact Us" tab on the site. Candidate Content may include User's Personal Information.
- 1.2 "**Material/s**" – means any content and/or information and/or service of any kind, or any data, text, software, music, audio, video, images, graphics or other material (whether owned by the Partnership or licensed to the Partnership by any third party), provided or otherwise offered by the Partnership and contained on the Site.
- 1.3 "**Non-Personal Information**" – means any kind of information, data or content which is collected by Partnership about the Use of the Website which is anonymous and/or does not personally identify You as an individual (such as IP address, browser and device information, page(s) which were visited, anonymous traffic data, operating system type and version, time spent on the Website, clicks on adds, etc.)
- 1.4 "**Personal Information**" – means any kind of information, data or content the User knowingly provide and/or otherwise upload to the Site, which can personally identify such User (or other person) as an individual and/or otherwise can be attributed to such User (or other person) as an individual (such as contact details, e-mail address, CV, i.d. number, credit card number, etc.).
- 1.5 "**Translated Content**" - means the Translation Content, after being translated, following completion of the Translation Services.
- 1.6 "**Translation Content**" – means any kind of information, data or content which is uploaded and/or otherwise provided by the User to the Partnership, via the Site, in order to purchase the Translation Services. The Translation Content may include the User's Personal Information, and other Personal Information.
- 1.7 "**Translation Services**" – means online translation services offer by the Partnership via the Site, which are executed by appropriate professional translators, acting on Partnership's behalf, according to customary market standards in the translation field.
- 1.8 "**Use**" - means any accessing and/or viewing and/or visiting and/or browsing the Website for any purpose.
- 1.9 "**User Content**" – means Candidate Content, Translation Content and Translated Content, collectively.

- 1.10 **"You"** (including any alterations thereof) or **"User"** - means anyone that Uses the Site for any purpose (including for purchasing the Translation Services) via a computer or other means, including cellular communications.

## 2. Use of the Site

- 2.1 The Site provides general information about the Partnership and/or its services (including the Translation Services). The Website may also include job offers.
- 2.2 Subject to Your Use of the Website according to the Terms, the Partnership grants You a worldwide, non-exclusive, non-transferable, limited and revocable right to Use the Website solely for Your personal, internal, non-commercial, legal and legitimate purpose.
- 2.3 Without limiting the foregoing, You will not do, or authorize, or permit any third party to do any of the following: (a) modify, copy, reproduce, disseminate, publish, sell, perform, publicly display, permit use, or prepare derivative works of the Site or any Materials, or create products or deliverables or any other material using the Materials, or otherwise use the Materials for any purpose that is not personal or private (subject to these Terms), including any public or commercial purpose; (b) distribute or copy the Website or any Material incorporated therein; (c) crawl, reverse engineer, decompile, disassemble, or attempt to discover the source code for the Website (including without limitation to any algorithm); (d) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Website; (e) use the Website for any illegal purpose, or in violation of any applicable law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy; (f) attempt to gain unauthorized access to the Website, or any part of it, other accounts, computer systems or networks connected to the Website through hacking or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted via the Website by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code; (g) exploit the Website in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity; (h) create any frame or link (including deep linking) and/or references to the Website from other sites; (i) perform any other action in the Website or any part thereof in violation of the Terms and/or that would or might cause any damage to the Partnership.
- 2.4 Without derogating from any other right granted to the Partnership in accordance with applicable law and/or these Terms, any User acting in violation of the Terms will be denied access to the Website and any User Content uploaded by the User to the Website (if any) shall be removed.

## 3. Ownership and Intellectual Property Rights

- 3.1 Excluding the User Content, in the relations between You and the Partnership, the Partnership is the exclusive owner of the Site and all its Materials. You are aware that the Materials are protected by copyrights, trademarks, patents or other intellectual property rights, and therefore you may use the Materials solely with the Partnership's express authorization.
- 3.2 You undertake not to modify, copy, reproduce, disseminate, publish, sell, perform, publicly display, permit use or prepare derivative works of the Materials, or create products or deliverables or any other material using the Materials, or otherwise use the Materials, without the Partnership's express authorization as stipulated in the Terms. You agree not to copy or otherwise reproduce the Material for any reason whatsoever and not to allow any third party such use.
- 3.3 The Site's design and display are or may be protected by copyrights and trademarks of the Partnership, and it is prohibited to copy them, wholly or partly. It is prohibited to

copy, reproduce, disseminate, publish, sell, perform, publicly display, exploit for any commercial purpose or permit use of the Site and any part thereof, including logical elements, graphics, sound and images, without the Partnership's prior written authorization and subject to the terms thereof.

- 3.4 It is prohibited to use meta tags or any other hidden text containing the Partnership's name or trademarks, without the Partnership's prior written authorization and subject to the terms thereof. Any unauthorized Use will result in termination of Your limited right to use the Site.
- 3.5 Except as expressly permitted in the Terms, the Partnership does not grant you any right in its intellectual property or in intellectual property of third parties to whom the Materials belong or relate.

#### **4. No Warranties and Disclaimers**

- 4.1 The Material contained on the Website is of a general nature, and is provided for information purposes only. The Website (including any Material incorporated therein) does not constitute an offer for, or an invitation by or on behalf of the Partnership or any other party, to provide any service outlined or referred to in this Website, either directly or indirectly.
- 4.2 The Use of the Website is at Your own risk, You will be solely responsible for your use of the Materials and for the consequences of such use. The Materials and the information on the Site are general in nature. Advice received through the Site may not be relied upon for making decisions, including in professional, medical, legal, personal or financial matters. For this purpose you should consult with a suitable professional to receive advice that is suited to your particular circumstances and the facts of your case.
- 4.3 Without limitations to the foregoing, the Materials made available on the Site are provided "As Is," without any representation or warranty of any kind on the part of the Partnership. Nothing in these Terms constitutes the Partnership's warranty of the fitness of the Materials for a particular purpose, merchantability, the reliability or accuracy of the Materials or non-infringement of intellectual property rights. The Partnership does not guarantee the accuracy or completeness of the Materials or the absence of errors, and it does not assume responsibility for the Materials or their correctness. The Partnership may make changes in the Website and/or the Materials or any part thereof, at any time without notice. The Materials may be out of date, and the Partnership makes no commitment to update the Materials at all or at any frequency. The pictures on the Site are for illustration only and are not binding.
- 4.4 The Partnership does not warrant that the Site and services provided in it (including without limitation the Translation Services), will be available at all times without interruptions and/or that the Site (including any Material contained in it) will be error-free. In addition, User is aware that the Site, including any service therein (including, without limitations, the Translation Services) might shut down in whole or in part, due to circumstances which are not under Partnership's control (including, without limitations, internet failure, electronic communication delays, force majeure events, etc.). User irrevocably waives any claim and/or demand, directly or indirectly connected or resulted from the Site's (including any part thereof) unavailability as described herein.

#### **5. Limitation of Liability**

- 5.1 Notwithstanding anything to the contrary under any applicable law and/or these Terms (and subject to Section 8.2 below with respect to the Translation Services), in no event will the Partnership and/or its shareholders and/or companies of the Manpower Group and/or its employees and/or representatives or any third party mentioned on the Site,

be liable for any damage (including but not limited to direct, indirect or consequential damage, such as damage due to lost profits, loss of data or other material, documents reconstruction, business interruption, damage to goodwill, etc.) arising out of the Use, inability to Use, or the results of Use of the Site, any site linked to the Site, or Materials contained on the Site or on any such site (including reliance on such materials), or resulting from exposure to computer viruses or other malware, whatever the grounds of claim or cause of damage, whether based on contract, tort or otherwise, and notwithstanding the provisions of any law. The sole relief available to You in any such event and notwithstanding the provisions of any law is discontinuance of the Use of the Site

## **CHAPTER II - TRANSLATION SERVICES**

### **6. Translation Services - General**

- 6.1 The Site may offer a platform, which allows Users to receive Translation Services online. In order to purchase and receive the Translation Services, User will be required to follow the instructions on the Website in order to upload the Translation Content for translation, and submit a request for translation of such Translation Content (the "**Order**"). After submitting an Order, User will receive a price quote detailing the anticipated timetables for the delivery of the Translated Content, and price for the Order set in USD (a "**Price Quote**"). To the extent User accepted the Price Quote, User will be required to pay the price set forth in the Price Quote using a credit card through a secured payment system.
- 6.2 Each Order shall be deemed accepted, and shall become a binding contract between the User and the Partnership, when the Partnership receives an indication that the payment has been made and accepted. Partnership will send an invoice to the User following receipt of such payment.

### **7. User's Representation and Warranties**

By purchasing the Translation Services (including, without limitations, submitting an Order and uploading the Translation Content to the Website), User hereby warrants and represents as follows:

- 7.1 User owns any and all rights in and to the Translation Content. The Translation Content is not prohibited by law, does not include Forbidden Content (as defined below), and does not infringe any third party rights, including copyright and any other intellectual property rights. The Translation Content does not disclose or misappropriate any trade secret, or violate any rights in privileged, confidential, personally identifying, or private information;
- 7.2 User is legally entitled by any applicable law to send the Translation Content for translation, the transfer of the Translation Content to the Website, the Translation Services and the provision of the Translated Content do not and will not violate any third party rights (including intellectual property rights). User shall compensate and indemnify the Partnership for any claim and/or demand brought against the Partnership and/or any third party in connection with a prohibition or infringement of rights as said.
- 7.3 The decision whether to upload the Translation Content to the site is entirely up to You, and is subject to Your sole discretion.

You are aware, and provide Your informed consent, that the Translation Services will be executed by third party's translators, who may be located in various locations around the world (outside of Your jurisdiction). Without derogating from the provisions set forth in Section 15.5 below, such third party's translator will be using

Internet connection (which may not be hermetically secured), in order to provide the Translation Services.

BY PURCHASING THE TRANSLATION SERVICES, AND UPLOADING THE TRANSLATION CONTENT TO THE SITE, YOU WARRANT AND REPRESENT THAT: (A) YOU TOOK INTO CONSIDERATION THE POTENTIAL RISKS OF USING THE SITE AS A PLATFORM OF RECEIVING THE TRANSLATION SERVICES (ESPECIALLY DUE TO THE NATURE AND/OR SENSITIVITY OF YOUR TRANSLATION CONTENT); (B) YOUR TRANSLATION CONTENT IS SUITABLE FOR UPLOADING TO THE SITE, AND FOR THE TRANSFER OF IT TO THIRD PARTY'S TRANSLATOR WHICH MAY BE LOCATED OUTSIDE YOUR JURISDICTIONS; (C) TO THE EXTENT THE TRANSLATION CONTENT INCLUDE THIRD PARTY'S INFORMATION (INCLUDING, WITHOUT LIMITATIONS, THIRD PARTY'S PERSONAL INFORMATION) – YOU RECEIVE ANY AND ALL CONSENTS FOR UPLOADING SUCH TRANSLATION CONTENT TO THE SITE, TRANSFERRING IT TO THE PARTNERSHIP AND THIRD PARTY'S TRANSLATORS WHICH ARE ACTING ON ITS BEHALF, STORING SUCH TRANSLATION CONTENT IN THIRD PARTY'S DATA CENTERS WHICH ARE LOCATED IN THE E.U; AND (D) YOUR DECISION TO USE THE SITE FOR TRANSLATION SERVICES REFLECT THIS ALLOCATION OF RISK.

- 7.4 Without derogating from the provisions of section 02 above, User undertakes and covenants not to do any of the following in connection with the Translation Services (including, without limitations, the upload of the Translation Content to the Site):
- a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others;
  - b) publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information;
  - c) directly or indirectly copy, reproduce, modify, adapt, appropriate, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit all or any part of the Site, whether electronically, mechanically or otherwise, except as expressly authorized by the Partnership;
  - d) upload Translation Content that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party;
  - e) upload files that contain viruses, Trojans, corrupted files, or any other similar software that may damage the operation of another computer;
  - f) post or upload any content to which the User has not obtained any necessary rights or permissions to use accordingly;
  - g) advertise or offer to sell any goods or services for any commercial purpose through the Site;
  - h) conduct or forward surveys, contests, pyramid schemes, or chain letters;
  - i) impersonate another person or a user of the Site or allow any other person or entity to use the User's identification to use the Site;
  - j) restrict or inhibit any other user of the Site from using and enjoying the Site;
  - k) imply or indicate that any statements the User makes are endorsed by the Partnership, without prior written consent of the Partnership;
  - l) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site;

- m) reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Site, including, without limitation, any of the software comprising or in any way making up a part of the Site;
  - n) hack or interfere with the Site, its servers or any connected networks or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
  - o) adapt, alter, license, sublicense or translate the Site for the User's personal or commercial use;
  - p) remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by the Partnership and/or any third party;
  - q) upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
  - r) upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner;
  - s) use the Site to solicit for any other business, website or service, or otherwise contact users of the Site for employment, contracting or any purpose not related to the use of the Site as set forth herein;
  - t) use the Site to collect usernames and/or email addresses of other users of the Site by electronic or other means;
  - u) register under different usernames or identities, after the User's account has been suspended or terminated;
  - v) remove, circumvent, disable, damage, violate or attempt to violate or otherwise interfere with any security-related features of the Site or features that enforce limitations on the use of the Site;
  - w) contact and/or try to contact the professional translators which are providing the Translation Services by any means of communications.
- 7.5 To the extent the partnership reasonably decides on its sole discretion, or due to request by third party that Your Translation Content, or any part thereof, doesn't comply with these Terms (including, without limitations, the restrictions set forth in section 2 and/or 7.4 above) (above and hereinafter: the "**Forbidden Content**"), You will be notified, and such Forbidden Content will be removed from the Site within two (2) business days. In such circumstances, the respective Order shall be deemed cancelled and the provisions set forth in Section 0 below shall apply, *mutatis mutandis*, to You Order. You will not have any claim and/or demand with respect to the removal of the Forbidden Content and/or the cancellation of the Order and/or any consequences You may suffer thereof.

## 8. Warranty for the Translation Services

- 8.1 Translation Services will be provided by the Partnership in high quality according to customary market standards, and while employing appropriate professionals translators. The Partnership will make reasonable effort and will conduct with reasonable care when selecting translators providing the Translation Services.
- 8.2 Without derogating from the provisions set forth in Section 5 above regarding the Site, as for the Translation Services, in no event shall the Partnership be held liable towards the User and/or to any third party for any indirect, consequential, incidental or punitive damages, including (without limitations) loss of revenues, profits, business, loss of goodwill or damage reputation, loss of data or other material, documents reconstruction, whether such liability arises from any claim based on an action in contract, warranty, strict liability, tort or otherwise. In any event, the Partnership's

liability towards the User and/or any third party arising out of or in connection with the Translation Services shall not exceed the aggregate amount actually paid by the User for the Translation Services under the specific Order giving rise to the liability.

- 8.3 To the fullest extent permitted by applicable law, other than as stated above, the Partnership expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, Partnership makes no warranty whatsoever with respect to (a) the Translation Services meeting User's requirements, or being uninterrupted, continuous, timely, secure, or error free; (b) whether User's use of the Translation Services and/or the Translated Content will generate any results or consequences, nor in terms of the correctness, completeness, availability, accuracy, reliability or otherwise of such results or consequences. User's use of the Translation Services and/or the Translated Content shall be at User's own discretion and risk, and User will be solely responsible for any resulting consequences.

## 9. Receipt of the Translated Content

- 9.1 Each User will receive an automatic message, to be sent to its e-mail address, notifying it that the Order it completed and the Translated Content are available for download from the "My Project Page" for a period of 90 days as of the Notice's dated (subject to the provisions of section 0 below).
- 9.2 The Partnership will use best commercial efforts to provide the Translated Content within the timetable set forth in the Price Quote. However, User is aware and agrees that the Translation Services will be executed by appropriate professional translators located in different locations and in different time zones worldwide. Therefore, the timetable mentioned in a Price Quote is of estimation only, and delays might happen.
- 9.3 A non-material delay in the delivery of the Translation Content shall not constitute grounds for cancellation of the Order or refusal to receive the Translated Content or the obligation to make payment in respect thereof.
- 9.4 To the extent there is a material delay in the delivery of the Translated Content, please contact the Partnership at [projects@mgslanguage.com](mailto:projects@mgslanguage.com). The Partnership will examine Your complaint, and based on Your specific circumstances, may decide to provide You with a partial or a full refund for the respective Order. Partnership will act in transparency and its decision will be final, and User will not have any claim and/or demand to that effect.
- 9.5 Notwithstanding anything to the contrary, it is hereby clarified that a delay in the delivery of the Translation Content caused due to the circumstances detailed in section 4.4 shall not constitute a delay which entitles User for any refund.

## 10. User's Examination of the Translated Content

- 10.1 User shall notify the Partnership within no more than 2 days after receipt of said Notice, to the extent it has any complaint about the quality of the Translated Material (a "**Correction Request**"). The Partnership shall use standards, which are customary to check the quality of translation services, in order to examine the Correction Requests. In case a Correction Request is found justified the Partnership at its sole discretion shall either: (i) make the corrections Partnership deems necessary to the Translated Content; or (ii) provide User with a full or partial refund. Partnership's decision shall be final, and User will not have any claim and/or demand with respect to it.
- 10.2 If the User did not send a Correction Request in the timeframe mentioned above, the respective Translated Content shall be deemed accepted, and User will not have any

claim and/or demand with respect to the quality and/or correctness of the Translated Content.

11. **Deletion of Translation Content and Translated Content.** The Translation Content and Translated Content will be deleted within 12 months as of the Notice's date. However, Your Personal Information (to the extent included in the Translation Content) will be used and stored according to Chapter III below.
12. **Payment for the Translation Services.** The User will pay for each Order in advance (as a pre-condition for submitting an Order). Unless otherwise stated in the Order, if applicable, any tax or value added tax will be incurred by the User.
13. **Refund/Cancellation policy.**
  - 13.1 The Translation Services are specially tailored to the requirements of each User. Therefore, once the Order is submitted – it cannot be canceled under the Consumer Protection Law, 5741-1981. However, Partnership will allow cancellation of an Order to the extent the request for cancellation arrived to Partnership on Partnership's normal working hours, and Partnership (and/or any third party's acting on its behalf) has not yet started the Translation Services for such Order, all – according to the Partnership's records.
  - 13.2 If, according to Partnership's records, Partnership (and/or any third party's working on its behalf) has not yet started the Translation Services for such Order – Partnership shall grant full refund to the User.
  - 13.3 To the extent the Translation Services already started, Partnership shall do its best commercial efforts to stop the work on such Order as soon as practically possible (taking into consideration possible time zone differences). The User will be charged only for the part of the translation which has been completed, and a pro-rata refund will be provided to the User for the remaining fees paid by the User for such Order.
  - 13.4 Should the Translation Services have already been completed, the User will be charged in full and no refund will be made.
14. **Cancellation of the Translation Services**
  - 14.1 The Partnership reserves the right to cancel the provision of Translation Services at any given moment by providing a written notice on the Website (a "**Cancellation Notice**").
  - 14.2 To the extent a Cancellation Notice was issued after an Order was submitted and paid for (but the Translation Services have not yet started) the Partnership, at its sole discretion shall either: (1) fully refund User the amounts paid for such Order; or (2) complete the Translation Services and send the Translated Content to User, all according to these Terms. The User's Translated Content will be available for download from "My Project Page" for 30 days following the Cancellation Notice and will be deleted afterwards.
  - 14.3 User will not have any claim and/or demand with respect to Partnership's decision to cancel the provision of the Translation Services via the Website, and/or the deletion of Translated Content and/or the Partnership's decision according to section 14.2 above.

### **CHAPTER III - PRIVACY**

During Your Use of the Site, for any purpose, You may provide and/or otherwise be requested to provide Personal Information. Also, the Partnership may collect some Non-Personal Information about Your Use of the Site.



The purpose of this Chapter III is to ensure You are fully informed and aware as to the scope and nature of information Partnership collects and/or otherwise receive from or about You while You are Using the Website, and how is it being processed and/or otherwise used by the Partnership. By Using the Website, You hereby acknowledge and provide Your informed consent to the terms herein.

## **15. Use of Personal Information**

- 15.1 **Your Consent.** You are hereby informed, and You hereby acknowledge that You have no legal obligation to provide the Partnership with any Personal Information, and the provision of it is solely based on Your free will. However, You are aware that without the provision of Personal Information, We will not be able to reply and/or otherwise respond to Your message in the Website and/or provide You with the respective service (all, as the case may be). You hereby confirm that the Personal Information provided by You via the Site is Yours, You have the legal right to provide it and it is correct and accurate.
- 15.2 **Grant of License.** By using the Website, You hereby grant the Partnership the non-exclusive, royalty free, unlimited and irrevocable rights to use the User Content for the purposes as set forth herein.
- 15.3 **How We use Personal Information.** You hereby acknowledge and provide Your informed consent that Your Personal Information will be stored in the Partnership's database(s), duly registered with the Israeli Registrar, and will be used by the Partnership for the purposes set forth below (as may be amended from time to time):

### **15.3.1 Candidate Content.**

- a) Personal Information which is included in the Candidate Content will be used for the following purposes: (i) checking Your compatibility to the job You applied for, including, without limitations to summoning You to a job interview and keeping in touch with You; (ii) sending You job offers (via email, SMS, fax or other communication means) subject to entering into a service agreement between You and the Partnership; (iii) Sending direct mailing in relation to the Partnership's main services; and/or (IV) –Sending marketing and/or advertising material, whether by email, SMS, fax or other communication means, subject to receiving Your prior written consent.
- b) Candidate Content may be transferred by the Partnership to Manpower Israel Ltd. ("**Manpower**") for purposes of storage and backup in Manpower's servers located in Israel.

### **15.3.2 Translation Content**

- a) Personal Information which is included in the Translation Content will be used for: (i) providing You with the Translation Services, including, without limitations, receipt of the Translation Content, transfer of it to appropriate professional translator, charge You for the Translation Services and delivery of the Translated Content; (ii) Sending direct mailing in relation to the Partnership's main services; and/or (iii) – Sending marketing and/or advertising material, whether by email, SMS, fax or other communication means, subject to receiving Your prior written consent.
- b) Translation Content (excluding Your Personal Information) will be transferred to appropriate professional translators (who are bound by confidentiality obligations), for the provision of the Translation Services.

You are aware that such translators may be located in various locations around the world.

- c) The Translation Content and the Translated Content (excluding Your Personal Information) will be stored in third party's data centers located in the European Union.

15.3.3 Notwithstanding anything to the contrary, the Partnership shall comply with orders or requests of any authorized authorities regarding the Use of the Website and/or the User Content, and will transfer User Content and/or Forbidden Content, where applicable, to such authorities if required by law. Also, We may transfer and/or otherwise disclose Personal Information in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

#### 15.4 Your rights

15.4.1 You have the right to review Your Personal Information stored in our database(s), and also provide a request to update, amendment and/or delete it by contacting us at [projects@mgsllanguage.com](mailto:projects@mgsllanguage.com). We will act in accordance with to provision of the Governing Law in order to comply with Your request. However, We may retain certain Information as deemed required by applicable law, or for legitimate business reasons, for the duration as required under applicable law.

15.4.2 You may request to unsubscribe from Our direct-mailing list and/or from Our advertising mailing list by sending a message to: [projects@mgsllanguage.com](mailto:projects@mgsllanguage.com). To the extent You are included in our direct mailing list and request to unsubscribe – We will also delete any characterization/s based on which direct mailing was sent to You. Please note that refusal to be included in our direct mailing list may limit Your ability to receive the Partnerships' services via the Website, and You will not have any claim and/or demand to that effect.

#### 15.5 Data protection

15.5.1 The Partnership will use reasonable commercial efforts, using generally accepted means available on the market, to secure the User Information from unauthorized access. However, the Partnership does not warrant that the Site will be free of viruses, worms, trojan horses and any type of attack or other harmful component. Without derogating from the foregoing, it is clarified that the Partnership uses various technologies and procedures to secure your personal information from unauthorized access, use or disclosure, but these measures cannot guarantee absolute security. Accordingly, the Partnership does not warrant that the User Content you provide will be absolutely immune to unauthorized access. Except where required by applicable law, Partnership shall not be liable to any person for any loss or damage they may suffer as a result of viruses, or other malicious, or harmful content that they access from, or via the Website.

15.5.2 For information regarding data security measures taken by the owner of the third party servers (as may be updated from time to time) please visit <https://www.smartcat.ai/terms/>.

15.6 **ManpowerGroup Global Privacy Policy.** Without derogating from the generality of the above, the provision of Personal Information and the collection of Non-Personal Information is subject to ManpowerGroup Global privacy policy (as may be updated from time to time), which is available at <http://manpowergroup.com/privacy-policy> (above and hereinafter: the "Privacy Policy"), in addition to the provisions set forth in this CHAPER III. The Privacy Policy forms an integral part of the Terms, and by using the Site, You agree to be bound by its terms.

## **CHAPTER IV - MISCELLANEOUS**

16. **Advertising and Marketing Material.** If You opt-in and indicated on the Website that You agree to receive updates and/or advertising and/or marketing materials from the Partnership, the Partnership may use Your contact details (which are included in Your Personal Information), inter alia, for the purpose of delivering its advertisements and marketing materials by email, all in accordance with the provisions set forth in the Communications (Telecommunications and Broadcasts) Law 5742-1982. You are aware that You may opt-out and withdraw from this consent at any time by sending a notice that You wish to unsubscribe, to the following email: [projects@mgslanguage.com](mailto:projects@mgslanguage.com).
17. **Chat Rooms and Other User Forums.** Notwithstanding the Partnership's right to monitor or review or supervise any area on the Site where Users transmit or post communications or communicate with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of such Communications ("**User Communications**"), the Partnership does not undertake to review or exercise control over or supervise User Communications, and even if it reviews User Communications (should there be any), it has no obligation to identify or remove unlawful or abusive material, where it is not required to do so. The Partnership will not be liable for the content of User Communications or for any damage resulting from the publication of such Communications, whether or not they appear to users to be unlawful, immoral, objectionable, inappropriate, against public policy or otherwise harmful. The Partnership reserves the right to remove User Communications containing information it deems offensive, defamatory, obscene or otherwise inappropriate, and it disclaims all or any liability for the contents of such User Communications.
18. **Links to Third Party Websites.** The Site may, as a convenience to You, include or suggest links or references to third party websites. If You use these links/references, You will leave the Site. The Partnership does not guarantee that such references or links will lead to active sites, it does not review or control such third party sites and it is not responsible for them or their content. Accordingly, the Partnership does not make any representation or warranty regarding these sites or regarding any information, software, products or materials contained on them or any result that could arise from using them. You are solely responsible for any decision to access a third party site that is linked to the Site. When using links, you must read and comply with the terms of use and all other conditions and instructions on the linked site.
19. **Trademarks.** The names of companies, services and/or products mentioned on the Site are trademarks or commercial logos of their respective owners. Use of the Site does not confer on You rights in trademarks of the Partnership or of third parties advertised on the Site.
20. **Age Limitation.** The Site is designed for the use of adults (18 years or older) and is not intended for minors. If you are a minor (below the age of 18), your use per se of the Site is evidence that you received permission from your parents or appointed legal guardian to do so.
21. **Governing Law.** The Terms and the Site (together with the Privacy Policy) will be governed by and construed in accordance with the laws of Israel, excluding its choice of law principles. The sole jurisdictional venue for all matters relating to the Terms and the Site will be the competent courts in Tel Aviv-Jaffa. The Partnership administers the Site from its offices in Israel. The Partnership makes no representation that the Materials are appropriate or available for use outside Israel. Use of the Site is prohibited in countries that do not give legal force to the terms hereof, including but not limited to counties in which the content of the Site is illegal. You may not use, export or re-export the Materials or any copy or arrangement thereof in a manner that violates any applicable law or regulation. If you choose to access the Site from outside Israel, you do so on your own initiative and responsibility and you will be fully responsible for compliance with applicable local laws.
22. **Partnership's Rights.** The Partnership reserves the right at any time to shut down the Site (including any service incorporated therein) and/or terminate its operation and/or update or change its structure, appearance and the Materials displayed on it or to revise the Terms

(including the Privacy Policy). You must visit the Site periodically to review the revised Terms, since they are binding from the time of the revision and onwards. Notices or legal terms found on specific pages of the Site may supersede certain provisions of these Terms. The Partnership may assign the Terms and all the rights and obligations arising from them. The Terms will apply to and bind the parties, their representatives, heirs and any other authorized representatives.

23. **Severability.** If any part of the Terms is determined to be legally invalid or unenforceable, including but not limited to the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms will continue in effect. No express or implied waiver by a party of a right accorded to it under the Terms in a particular case will be construed as its waiver of that right in another case or waiver of any of its rights.
24. **Your indemnification.** You will indemnify the Partnership, its employees, its officers and their designees immediately upon first demand for any damage, loss, lost profit, payment or other expense, including attorney's fees and legal costs, incurred by any of them due to a breach of these Terms (including the Privacy Policy).
25. **Entire Agreement.** These Terms (together with the Privacy Policy) constitute the full and entire agreement between the User and the Partnership with respect to the Site, and they supersede any previous or other communication or proposal, whether electronic, oral or written, between the User and the Partnership or its designee in relation or connection to the Site (including any service incorporated therein).