

TERMS OF USE OF SERVICES

The following constitute the terms and conditions of access and use of the Services, as defined hereunder, which shall be deemed to have been read and agreed to if you access and use Services.

1. **Acceptance.** By creating an account and/or by registering for and/or using any of the Services, as defined below, **You signify Your assent to these terms and conditions** (the "**Terms of Use**"), as shall be updated from time to time, and the Company's Privacy Policy currently available at: www.HowDidIDo.co, which is incorporated herein by reference. These Terms of Use constitute a binding and enforceable agreement between Debate Ltd. (the "**Company**"), and you, a person accessing and using the Services, in the framework of your work or education (your employer, or education institution, shall be referred to herein as the "**Organization**"). Please note that in order to utilize any of the Services, Your Organization is required obtain access to the Services for you to be able to open an account. If You do not agree to any of these terms, then please do not use or apply to use Services.
2. **Definitions.**
 - 2.1. "**Service**" means the "**How Did I Do**" web based application and service owned and provided by Company through <http://app.howdidido.co/en/main/login> for online submission of video files for review and feedback by Company, designed to provide professional training for public speaking and presentation skills. The Service may be subject to fees and other related charges, as provided herein and as shall be elected by your Organization before access is granted to you to the Services; your access to the Service may be limited in time or in number of sessions you may have.
 - 2.2. "**You**" or "**User**" means a natural person using the Services for personal educational or professional purposes "**we**", "**our**" and "**us**" means the Company, its parent corporations, subsidiaries and affiliates.
 - 2.3. "**Website**" shall mean the website at www.howdidido.co or any of its sub-sites.
3. **Use of Service.** Company hereby grants You a permission to use the Service as set forth in these Terms of Use, provided that: (i) You are 18 years old or older (i) You will not disclose your user name and password to others and you will not allow anyone other than You, directly or indirectly, use the Service with your user name and password ; (ii) You will not copy or distribute any part of the Service, the Content (as defined hereunder) therein, and any form and concept embodied therein, in any medium (iii) You will not modify, alter tamper with, repair or otherwise create derivative owrks of any software included in the Service or any part thereof; (iv) you will not reverse engineer, disassemble or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Services; (v) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits; (vii) You will not resell or sublicense the Service; and (iv) You will otherwise comply with the terms and conditions of these Terms of Use. You will not assert, nor will you authorize, assist or encourage any third party to assert, against Company or any of its affiliates, customers, vendors, business partners or licensors, any patent infringement or other intellectual property infringement claim regarding the Services.
4. **Changes to the Service; Termination of the Service or Feature.** Company reserves the right, at its sole discretion, at any time to modify, improve and correct or discontinue, temporarily or permanently, the Service or any part thereof with or without notice. If Company in its discretion chooses to cease providing the current version of the Service or any of its features and/or specific functions, whether through discontinuation of the Service or by upgrading or downgrading the Service to a newer version, You may not be able to continue using the previous version of the Service. Features and/or functions of previous Service versions might be removed on future versions thereof. You agree that Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service. Company may terminate the Service immediately upon breach of these Terms of Use.
5. **Cancellation.** You may deactivate your account at any time, by emailing your admin, such deactivation shall be effective immediately. Your account shall be archived, and you may ask to renew your account (but any new activities in your account shall be subject to the agreement with your Organization being in effect). If 12 consecutive months have lapsed as of the deactivation of your account, Company may delete any records in its archives related to your account and any Content or User Content (defined below)

included therein.

6. **User Accounts; Compliance and Monitoring**

- 6.1. In order to use the Service, You shall be required to create an account by submitting certain details. Users shall only be required to provide email address, first name and surname. Company shall treat your private information in accordance to Company's Privacy Policy, available at [www.howdidido.co]. Password and Account access details must be kept safe, secure and confidential at all times and must not be disclosed or shared with anyone. You hereby release the Company from any and all liability for any losses and/or damages caused to you by any unauthorized access and/or use of account(s). Although Company will not be liable for such losses. You may be liable for the losses of the Company or others due to such unauthorized use.
- 6.2. Company reserves the right to monitor Your use of the Services in as much as required to ensure that Your use of the Services is in accordance with the permitted uses as set forth herein. In the event that it comes to Company's attention that You are using Your account in contrary to these terms of Use, Company explicitly reserves the right at any time in its sole discretion to block use of any account(s) or terminate Your use of the Service, without derogating from any other remedies available to Company according to any applicable law.
- 6.3. Notwithstanding the aforesaid, Company shall have the sole and absolute discretion to deny any User's registration and/or access to the Service or any future services of the Company or to discontinue and Service for any account or accounts and block such accounts for any reason whatsoever and at any time, without incurring any liability to Company.

7. **Advertising Material**. Company may present in the Service or Website screens information, texts, advertisements for products and/or services, notices and/or other materials that are uploaded to the Service by the Company ("**Advertising Material**"). Such Advertising Material may be personalized and assigned to individual Users. Such personalization may be based on information, including Private Information, retrieved by the Company resulting from User's use of the Service. Company hereby disclaims any and all liability arising from or in connection with receiving such Advertising Material, their origin, contents and/or their context.

8. **Use Limitations**.

- 8.1. The Service and the Content (as defined hereunder) may only be used by You as a tool for Your purpose of personal training and education in the field of public speaking and presentation skills, under the terms and conditions herein ("**Purpose**") and you may copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Service and Content for any other purpose whatsoever without the prior written consent of the Company. Company reserves all rights in and to the Service and the Content.
- 8.2. You may not use the Services for any of the following purposes (the "**Prohibited Activities**"); Company disclaims any and all liabilities, losses and/or damages with respect to any use of the Services which constitutes a Prohibited Activity.
 - 8.2.1. Engaging in unlawful, indecent, obscene or other morally objectionable activities.
 - 8.2.2. Disseminating any unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or illegal materials;
 - 8.2.3. Transmitting material that encourages conduct which may constitute a criminal offence, result in civil liability or otherwise breaches any relevant law, regulation and/or code of practice;
 - 8.2.4. Gaining unauthorized access to other computer systems;
 - 8.2.5. Interfering with any other person's use of the Services;
 - 8.2.6. Transmitting junk mail, chain letters or "spam";
 - 8.2.7. Making and/or transferring and/or storing electronic copies of materials protected by copyright without the express permission of the owner of the material, or otherwise making such use of the Services that infringes third parties intellectual property rights;
 - 8.2.8. Circumvent, disable or otherwise interfere with security related features or other

features of the Service, or enforce any limitations on use of the Service.

9. **Third Party Services.** Company through the Service may make use of or make available to User software, applications and/or services provided and licensed by third parties ("**Third Party Services**"). The use of Third Party Services in or with the Service is subject to the applicable licenses, terms of use and conditions of such Third Party Services. In the event that no such third party license agreements exist, the restrictions contained in this agreement shall apply on all such Third Party Services, *mutatis mutandis*. Company disclaims any warranty or representation with regards to any use of any of the Third Party Services, which use is on an as-is basis. In as much as the Services contain links to websites which are not operated by the Company ("**Third Party Websites**"), the Company shall not bear any responsibility or liability with regards to any such Third Party Websites, their contents, the information presented therein, etc., and any use of any User thereof, and in no event will the Company be liable in any way for any damages of any kind whatsoever resulting from or in connection with any use of any such Third Party Services and/or Third Party Websites or any reliance on any information presented therein, and any such use shall be on User's own discretion, risk and responsibility.
10. **Intellectual Property Rights.** All right and title embodied in the Service and its content including, without limitation, software (both source and object codes), scripts, graphics, form, look and feel text, content of text (whether provided in text boxes, embodied in video or other media files, or otherwise), and the like and any and all trademarks, copyrights, service marks and logos, including but not limited to the HDID trademark (but excluding trademarks, service marks and logos provided by and owned by User or Organization) contained and embodied therein ("**Content**"), belong to the Company, and are subject to copyright and other intellectual property rights under Israeli laws, foreign laws and international conventions. If you provide any suggestions to Company or its affiliates, Company will own all rights title and interest in and to such suggestions and to any resulting invention or work. You hereby irrevocably assign to us all right, title and interest in and to such suggestions and agree to provide us any assistance we may require to document, perfect and maintain our rights in such suggestions (at Company's cost).
11. **User Generated Content.** By providing any User Content through the Service: (i) You agree to grant Company with a worldwide, royalty-free, perpetual, non-exclusive right and license to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate and to create derivative works and compilations in whole or in part of Your User Content, in as much as required for the Purpose; You understand and agree, that one or more persons of the Company's team shall review your User Content and provide you feedback and inputs regarding various aspects of your performance and appearance related to the Purpose (ii) You warrant and represent that you have all legal, moral and other rights as may be necessary to grant Company with the license as set forth in this Section; including the permission and consent of all other persons appearing in the User Content for the upload of the User Content to the Service (iii) You acknowledge and agree that Company will have the right but not the obligation at Company's sole discretion to refuse to publish or to remove any content You provide, at any time and for any reason whatsoever with or without notice. You undertake to refrain from uploading any User Content that contains (in any form, whether verbal, visual or otherwise) any of the following: (i) confidential information of any party, including your Organization or any other third party (ii) any copyright or other intellectual property rights protected materials or information (iii) any private information of another person, unless expressly agreed to by such person in writing (iv) any materials that falls within any of the categories described in Section 8 ("Use Limitations"). "User Content" means in these Terms of Use, any content, in any form (audio, video, text, images, code) in any type of file, provided by User and uploaded or transmitted by User through the Service, directly or indirectly, including, any texts written by the User in his account in any correspondence through the Service, and including any content visible or audible through any image, video audio or code provided by User. For illustration, if User uploads a video showing a PowerPoint presentation with a background music soundtrack, the video itself, the presentation and the music are all regarded as User Content, and all representations and warranties contained herein refer to all such items.
12. User agrees and provides its irrevocable permission to Company, to provide to User's Organization with a copy of any item of User Content provided by User through the Services and full access to the User's account, as may be request by User's Organization from time to time. The User agrees that the Organization may make any use of such User Content for as long as it is internal and not public use, for the purpose of evaluation of the User

13. Warranty/Disclaimer

- 13.1. THE SERVICE AND THE CONTENT ARE PROVIDED TO YOU "AS IS", AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AGENTS AND AFFILIATES ("**COMPANY INDEMNITEES**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES (INCLUDING ANY INFORMATION OR ADVICE PROVIDED THROUGH THE SERVICE AND THE RESULTS THEREOF), THE SERVICE, THE CONTENT, AND THE USE THEREOF IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PURPOSE, OR OTHERWISE. IN ADDITION TO AND WITHOUT DEROGATING FROM THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF THE LEVEL OF SUCCESS YOU MAY OR WILL ACHIEVE BY USING THE SERVICES. COMPANY PROVIDES NO GUARANTEE AS TO THE RESULTS OF THE SERVICE TO ANY EXTENT, AND YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO GUARANTEE THAT ANY RESULTS SHALL BE ACHIEVED BY USING THE SERVICE, AND COMPANY ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR NON-IMPROVEMENT OR LACK OF ACHIEVEMENT OF THE EXPECTED RESULTS. FURTHER MORE, YOU AGREE AND UNDERSTAND, THAT ALL INPUTS AND ADVICE PROVIDED TO YOU THROUGH THE SERVICE ARE SUBJECTIVE AND BASED ON SPECIFIC EXPERIENCE AND APPROACHES, OF THE MEMBERS OF THE COMPANY'S TEAM; HOWEVER, OTHER ADVISORS OR EXPERTS IN THE FIELD OF THE SERVICE MAY THINK OTHERWISE OR PROVIDE YOU WITH DIFFERENT INPUT OR ADVICE.
- 13.2. COMPANY AND COMPANY INDEMNITEES ASSUME NO LIABILITY OR RESPONSIBILITY FOR (I) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE AND THE SERVICE BY ANY THIRD PARTY, OR USER, AND/OR (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT (V) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE SERVICES OR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE (VI) ANY INFLUENCE ON YOUR PROFESSIONAL OR CAREER PATH (VII) ANY USER CONTENT, INCLUDING WITHOUT LIMITATION, ANY SUCH USER CONTENT THAT CONTAINS INFORMATION IN CONTRARY TO THE RESTRICTIONS SET FORTH IN SECTION 8 ("USE LIMITATIONS") HEREIN OR CONTRARY TO ANY REPRESENTATIONS AND WARRANTIES PROVIDED BY USER HEREUNDER .
- 13.3. COMPANY AND COMPANY INDEMNITEES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN CONNECTION WITH ANY THIRD PARTY SERVICES, THIRD PARTY CONTENTS AND THIRD PARTY WEBSITES, ACCESSIBLE AND/OR AVAILABLE AND/OR POSTED AND/OR ADVERTISED THROUGH OR IN COMPANY'S WEBSITE OR THE SERVICE (COLLECTIVELY, FOR THE PURPOSE OF THIS SECTION, "**THIRD PARTY CONTENT**"). COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIRD PARTY CONTENT IN TERMS OF LEGALITY, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PURPOSE, OR OTHERWISE AND SHALL NOT BE LIABLE OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY CONTENT AND IN CONNECTION WITH ANY LOSSES OR DAMAGES WHATSOEVER IN CONNECTION WITH THIRD PARTY CONTENT OR ANY TRANSACTION BY YOU AND A THIRD PARTY.
14. Limitation of liability. WITHOUT DEROGATING FROM ANY OTHER LIMITATION OF LIABILITY EXPRESSLY SET FORTH HEREIN UNDER THESE TERMS OF USE IN NO EVENT SHALL THE COMPANY AND COMPANY INDEMNITEES BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER,

INCLUDING LOSS OF PROFIT, DEMOTION OR DETRIMENTAL CAREER RESULTS, INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE SERVICES, AND/OR RESULTING FROM USER'S ENGAGEMENT WITH ANY THIRD PARTY AND/OR THE USE OF USER OR RELIANCE OF USER ON ANY THIRD PARTY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, COMPANY IS FOUND LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS OF USE, IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEES PAID TO COMPANY BY THE USER'S ORGANIZATION IN RELATION TO THAT CERTAIN USER THAT IS THE SUBJECT MATTER OF THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, OR IF NO SINGLE USER IS SO APPLICABLE, THEN COMPANY'S LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE ORGANIZATION TO COMPANY DURING THE SIX (6) MONTHS PRECEDING THE EVENT, WHICH IS THE SUBJECT MATTER OF SUCH CLAIM. YOU AND THE COMPANY AGREE THAT ANY CLAIM BASED ON CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER IN CONTRACT, IN TORT OR IN GENERAL UNDER APPLICABLE LAW, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

15. **Indemnity.** You agree to defend, indemnify and hold harmless the Company, and Company Indemnitees from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) a violation by You of any term of these Terms of Use; (ii) a violation by You of any third party right, including without limitation any copyright, trademark, property, or privacy right, while using the Services or in connection thereto. This obligation for defense, indemnification, and holding harmless will survive the termination or expiration of these Terms of Use and Your use of the Services.
16. **General.** Any claim or dispute that arises in whole or in part from or in connection with the Services or these Terms of Use shall be subjected to the exclusive jurisdiction of the competent courts of Tel Aviv, Israel, without giving effect to rules of conflict of laws. The parties hereto further agree that such courts shall interpret these Terms of Use with accordance and subject to the laws of the State of Israel. If any provision of these Terms of Use is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Company reserves the right to amend and/or update these Terms of Use at any time and without notice and Your use of the Services following any amendment of these Terms of Use will signify Your assent to and acceptance of its revised terms. These Terms of Use, and any rights granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction including any claim Company may have against any User. For any questions, please contact us at 6 Habonim Street, Ramat Gan, Israel or by electronic mail at: info@howdidido.biz.
