



## TERMS OF USE

### 1. Acceptance of Terms

These Terms of Use ("Terms") you are reading are a legally binding agreement between Elevation Education Ltd. ("Elevation", "we" or "us") and yourself ("you" or "user"). By accessing our website available at <https://elevation.ac/> (the "Website") and/or using Elevation's Service (as defined below), you represent that you have read, understood, accepted and agreed to be bound by these Terms. If you do not agree to these Terms, do not use the Service.

If you accept these Terms, you represent that you are age 18 or older. If you are between the ages of 13 and 18 or otherwise do not have the authority to enter into agreements such as these Terms, you represent that your legal guardian, or a holder of parental responsibility, has reviewed and agreed to these Terms.

Elevation reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for viewing these Terms periodically. Your continued use of the Service (as defined below) after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to the Terms, your only remedy is to discontinue your use of the Service.

If you violate the Terms, Elevation reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend all or part of the Account (as defined below) you have created for using the Service. You agree that Elevation does not need to provide you notice before terminating or suspending your Account, but it may provide such notice in its sole discretion. You agree that Elevation may change any part of the Service, including its content, at any time, or discontinue the Service or any part thereof, for any reason, without notice to you and without liability.

### 2. Description of the Service

Elevation's trainings enables our users to acquire new tech skills. Elevation's platform also allows users to engage in a variety of activities such as online and frontal technology related courses and workshops, use our online educational platform (the "Platform") to address respective course instructors and submit grades to potential employers. (the "Service").

### 3. Grant of License

Subject to your agreement and compliance with these Terms, Elevation grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited scope license to use the Service. Use of the Service shall be solely for your own, private purposes and for no other purpose whatsoever. You hereby acknowledge that your license to use the Service is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Service shall immediately terminate, and you shall immediately refrain from using the Service. If the Service or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any license to use the Service, and must refrain from using the Service.

### 4. Access to the Service



It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Service. Elevation does not provide you with the equipment to access and/or use our Service. You are responsible for all fees charged by third parties related to your access and use of the Service (*e.g.*, charges by Internet service providers or air time charges).

Elevation cannot guarantee that the Service will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Service, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. Elevation takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

## **5. Account Information**

In order to register to Elevation's Services, you may be required to create an account. During the process of creating an account (the "**Account**"), you may be required to select a username and a password (the "**Login Information**"). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and login information, including user names, passwords or security questions, whether or not created for the purpose of using the Service, or are used to access the Service, including, if applicable any login information related to a social network service account from which the Service is accessed:

- a. You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account.
- b. In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify Elevation and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;
- d. You are responsible for anything that happens through your Account, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;
- e. You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms and/or receiving the Service, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Service by any of the above mentioned; and/or
- f. Elevation reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.



Any personal information you provide to us when creating or updating your Account, which may include your name, e-mail address, and any such other information, will be held and used in accordance with Elevation's Website Privacy Policy available at <https://elevation.ac/elevation-privacy-policy> and in accordance with Elevation's Platform Privacy Policy available at <https://elevation.ac/kernel-privay-policy> (the "**Privacy Policies**") both of which constitute an integral part of these Terms. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes. You represent and warrant that you have full right and authority to provide Elevation with the foregoing information.

## **6. Terms of Enrollment to the Services**

If you choose to participate in any of our offered courses or workshops via the Platform, you hereby agree to be bound by our Enrollment Terms available at: <https://elevation.ac/elevation-enrollment-terms>

## **7. Fees; Payment**

The Service or any part of it may be subject to payment of applicable fees, as shall be detailed on the Elevation Enrollment Terms detailing the fees that apply on the applicable Service. As mentioned above, such Enrollment Terms are available at: <https://elevation.ac/elevation-enrollment-terms>. In the event the use of the Service is subject to payment, then access to the Service and use of its features will be contingent upon the timely payment of the applicable fees. Elevation reserves the right to terminate your use of the Service in case of any failure on your part to timely pay any fees due by you to Elevation (if any). Elevation may, at its sole discretion, add, remove or change the features and Service it offers or the fees (including the amount or the type of fees) Elevation charges at any time. You agree that you are responsible for checking the Elevation Website regularly to confirm whether there are any new fees and their effective date(s). Elevation is not responsible for any charges or expenses you incur as a result from being billed by Elevation in accordance with these Terms. All fees payable by you are exclusive of any applicable taxes and duties, including, without limitation, VAT and applicable sales tax.

If you choose to make a payment through the Website, we will transfer your personal information to a third party payment processing service (a "**Payment Processor**") to process your payment. We can assure you that we do not store your payment information. Your payment information is provided to the payment processing service to assure that your payment information is secured according to the highest security standard.

In the event of credit card fraud or unauthorized use of your Account by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible. In addition, you agree: (i) that the services of Payment Processors may be used to process transactions; (ii) to review and be bound by the Payment Processor's terms of use and privacy policy; (iii) to only provide valid and current information for yourself; and (iv) that all payments made are final and non-refundable. You acknowledge that you may need to hold, or register, an active account with the Payment Processor. We are not responsible or liable for any activities or conduct of a Payment Processor, and you agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us and any of our managers, directors,



officers, shareholders, partners, affiliates, employees, consultants, service providers and/or any other person or entity acting on our behalf, in connection with or related to the conduct or any act or omission of a Payment Processor.

#### **8. Account Termination**

Elevation may refuse access to the Service or may terminate your Account without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or illegal or improper use of the Service, User Content (as defined below), products, or Elevation's intellectual property as determined by Elevation in its sole discretion. You may lose your user name as a result of Account termination, without responsibility on the part of Elevation for any damage that may result from the foregoing. If you have more than one Account, Elevation may terminate all of your Accounts.

You acknowledge that Elevation is not required to provide you notice before suspending or terminating your Account or selectively removing, revoking or garnisheeing Benefits associated with your Account. In the event that Elevation terminates your Account, you may not participate nor make use of the Service again without Elevation's express consent. Elevation reserves the right to refuse to keep accounts for, and provide access to the Service or any future service or any part thereof to, any individual. If you believe that any action has been taken against your Account in error, please contact us at [hello@elevation.ac](mailto:hello@elevation.ac).

#### **9. User Content**

You agree that any content provided by you through the Service, such as uploading pictures or reviews is done so through the use of technology and tools provided by Elevation. You agree that you are publishing such content willingly and you represent that you own such content or have received the necessary authorizations from third parties, that you have all rights to publish said content and that publishing of the content by you complies with all applicable laws.

You are solely responsible to preserve the originals of any content you provide and/or upload to the Service. Elevation does not guarantee that any content will always be available through the Service. Do not rely upon the Service as a storage space for such content.

We do not claim ownership of any videos, data, text, graphics, photographs, or any other content, and their selection and arrangement, provided or uploaded to the Service by any user (the "**User Content**"). However, by sending and/or creating User Content and/or using the Service, you automatically grant us a non-exclusive, royalty-free, perpetual license of all worldwide rights to share, use, edit, modify, include, incorporate, adapt, record and reproduce such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for the purposes set forth in the Service and these Terms, including for the avoidance of doubt commercial, non-commercial and/or promotional use by us associating such User Content with your user information. We may retain any raw material that you submit, and make internal use of such material including for testing purposes. You hereby agree that any of our users may view and use the User Content. You may request that we delete and make no further use of such material by contacting us at: [hello@elevation.ac](mailto:hello@elevation.ac).



We may or may not regulate User Content and provide no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Service. By using the Service you acknowledge and accept that you may be exposed to materials you may find offensive or objectionable. You agree that we will not, under any circumstances, be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

We reserve the right (but shall at no time be obligated) to, in our sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Service with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, we shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

#### **10. Communication Channels**

The Service may provide communication channels such as forums, social media communities, or chat areas (the "**Communication Channels**") designed to enable you to communicate with other users of the Service. Elevation is under no obligation to monitor these communication channels but may do so, and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. Elevation may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by Elevation, and these communications should not be considered reviewed or approved by Elevation. You will be solely responsible for your activities within the Communication Channels and under no circumstances will Elevation be liable for any activity within the Communication Channels. You agree that all your communications within the Communication Channels are public, and you have no expectation of privacy regarding your use of the Communication Channels. Elevation is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

#### **11. Rules of Conduct and Usage**

You represent and warrant that you have full right and authority to use the Services and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of such Services.

Without limiting the foregoing and in recognition of the global nature of the internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons. You undertake that you shall not defraud, or attempt to defraud, Elevation or other users, and that you shall not act in bad faith in your use of the Services. If Elevation determines that you do act in bad faith and/or in violation of these Terms, or if Elevation determines that your actions fall outside of reasonable community standards Elevation may, at its sole discretion, prohibit you from using the Services. You agree that your use of the Services shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and without limitation, you agree that you shall not:



1. Access the Services if you are barred from receiving the Services under the provisions of these Terms or any applicable law;
2. Use or apply in connection with the Services any spyware, adware, or other malicious programs or code;
3. Perform in connection with the Services any unsolicited mass distribution of email, or any illegal subject matter or activities;
4. Incorporate any materials that infringe or assists others to infringe on any copyright, trademark, patent, trade secret or other intellectual property rights or otherwise act in any manner that infringes any other right of any party (including rights of privacy or publicity);
5. Engage in activities that violate Elevation's Privacy Policies;
6. infringe any right of any third party or violate any applicable law or regulation;
7. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter any part of the Services;
8. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or the computers of other Users of the Services;
9. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk email or repetitive messages (spim or spam) to anyone.
10. Create false personas, multiple identities, , use bots or other automated software programs to defraud or which otherwise violate these Terms and/or the terms of service of any third-party applications or social networks through which the Services are accessed;
11. Improperly use support channels or complaint buttons to make false reports to Elevation;
12. Encourage any third party to: (1) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (2) engage in any action or practice that reflects poorly on Elevation or otherwise disparages or devalues Elevation's reputation or goodwill;
13. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, invasion of privacy, identity theft, hacking, or cracking;

## **12. Intellectual Property Ownership**

Elevation and/or its affiliates retain all rights in the Service's materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "**Service's Materials**"). The entire contents of the Service are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Service pursuant to these Terms or otherwise exploit any of the Service Materials without Elevation's explicit, prior written consent. The foregoing shall not apply to your own User Content that you post through the Service in accordance with these Terms. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from Elevation. Any reproduction or redistribution of materials not in



accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties.

Elevation and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service's Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Service or by accessing any of the Service's Materials, or rights to any derivative works thereof. You are not required to provide Elevation with any feedback or suggestions regarding the Service or any of the Service's Materials. However, should you provide Elevation with comments or suggestions for the modification, correction, improvement or enhancement of the Service and/or any of the Service's Materials, then, subject to the terms and conditions of these Terms, you hereby grant Elevation a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner Elevation chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of Elevation's and its sublicensees' products and content embodying such comments or suggestions in any manner and via any media Elevation chooses, but without reference to the source of such comments or suggestions.

### **13. Limitation of Liability; Indemnification**

You agree that your use of the Services shall be at your responsibility and sole risk. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. You are solely responsible for any action or omission to be carried out or made in reliance on the Services. To the extent permitted by law, Elevation, its shareholders, directors, officers, agents, contractors, partners, consultants and/or employees bear no responsibility, express or implied, in connection with your use of the Services. It should be emphasized that the information appearing on the Service may have been subject to proofreading errors, typographical errors, scribal-errors, etc., and errors caused by the intrusion of unauthorized parties. Elevation shall not be liable for damage caused due to errors of any kind. In light of this, Elevation assumes no liability or responsibility for any:

- (i) Errors, mistakes, inaccuracies, non-suitability of any content;
- (ii) Direct, indirect, special, incidental, punitive or consequential damages, including, without derogating, personal injury, property damages and/or monetary damages, medical damages, of any nature whatsoever, arising out of the use of or the inability to use the Services.
- (iii) Unauthorized access to or use of third-party materials, secure servers and/or any personal information and/or financial information stored therein;
- (iv) Any interruption or cessation of transmission to or from the Service;
- (v) Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party;
- (vi) Quality of any information or other material obtained by you through the Service;
- (vii) Material published, displayed and/or offered through the Service, its completeness, accuracy and/or reliability; or
- (viii) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service.



You acknowledge and agree that, to the fullest extent permitted by any applicable law, the disclaimers contained herein shall apply to any and all damages or injuries whatsoever caused by or related to the use of, or inability to use, the Services, under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). Under no circumstances whatsoever will Elevation, even if advised of the possibility of such damages, be responsible or liable to you or to any other entity for any compensatory, indirect, incidental, consequential (including for loss of profits, lost business opportunities, loss of goodwill or data destruction or impairment) special, exemplary, or punitive damages that result from or relate in any manner whatsoever to your use of or inability to use the Services. If you are dissatisfied with the Services, or with these terms, or you have any dispute with Elevation, your sole and exclusive remedy is to discontinue using the Services.

#### **14. Dealings with Advertisers**

Your correspondence or business dealings with, or participation in purchase of goods, use of coupons, promotions of, advertisers that may found on or through the Service, including payment and delivery of related goods or Service, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Elevation will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service, including, for the avoidance of doubt any dealings with third party vendors and/or merchants which were referred in any suggestions and/or recommendations provided through and/or within the Service.

#### **15. Third Party Material**

You may be able to access, review, display or use third party Service, resources, content, data, information, software code (including, without limitation, any Suggested Code) and/or links to other websites or resources (the "**Third Party Materials**") via the Service. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and Elevation disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Service. You acknowledge and agree that Elevation: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or Service on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Service. Your ability to access or link to Third Party Materials or third party service does not imply any endorsement by Elevation of Third Party Materials or any such third party service.

These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted (by license or otherwise) by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials. Without derogating from any of Elevation's rights and remedies under these Terms and/or under law, Elevation will be entitled, at its sole discretion, to immediately discontinue the Service or any part thereof, including the termination of your Account, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials. You may not use any Third Party Materials



for which you have not obtained appropriate approval to use. Elevation cannot grant permission to use third party content.

#### **16. Links, Search Engines**

The Service may contain links to other websites or resources (the "**Linked Sites**"). The Linked Sites are not under the control of Elevation and Elevation is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Elevation is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by Elevation of the site or any association with its operators. You acknowledge and agree that Elevation will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Service available on or through any such site or resource.

#### **17. Notices**

Notices to you may be made via the Service and/or e-mail. Elevation may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Service. You agree that all agreements, notices, disclosures and any other communications that Elevation provide as aforementioned satisfy any legal requirement that such communications be in writing.

#### **18. General**

By using or visiting the Service, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and Elevation. Any claim or dispute between you and Elevation that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. Elevation reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Your use of the Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND Elevation Academy AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms or any other issue regarding Elevation or the Service please contact us at: [hello@elevation.ac](mailto:hello@elevation.ac).

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