

OLM Consulting General Terms of Service

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OLM Consulting, on behalf of itself and its affiliates and anyone on its behalf (“**OLM**”, “**our**”, “**we**” or “**us**”) welcomes you to our website, tools, and services.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS, OR USE THE PLATFORM AND/OR THE SERVICES IN ANY MANNER.

By connecting to, accessing, or using our website located at <https://olm-consulting.com/> and its subdomains (“**Website**”), our online platform, including global mindset personal indicator questionnaire provided by OLM and other content and information (“**Digital Questionnaire**”) provided therein (if and to the extent OLM makes them available), or other related services (collectively, the “**Services**”), you acknowledge that you have read and understood these terms of service (the “**Terms of Service**”), including our Privacy Policy located at <https://olm-consulting.com/> (the “**Privacy Policy**”, and collectively with the Terms of Service, the “**Terms**”) and you agree to be bound by the Terms and to comply with all laws and regulations that apply to your use of the Services. You acknowledge and agree that these Terms constitute a binding and enforceable legal contract between the OLM and you.

Users of our Services (referred to, unless otherwise specifically indicated, as “**Users**” or “**you**”) may include individuals who use or access our Services independently or in their capacity as employees, service providers, or other personnel (“**Customer(s)**”) including individuals identifying as a Customer “admin” users, using or accessing the platform or any of our Services under Customer’s account or on Customer’s behalf (each, a “**Customer End-User**”).

If you use or access the platform/Services on behalf of a company or other legal entity (such as your employer), you hereby represent, agree, and acknowledge that you have full power and legal authority to use the Services and to bind such entity to these Terms.

IMPORTANT NOTE: OLM provides the Services to Customer End-Users behalf of and under the instruction of the respective Customer (which Customer may be your employer, or other corporation on behalf of which you are using the platform, or otherwise using our Services). If you are using our Services (including the platform) as a Customer End-User, or if otherwise you have any questions or requests regarding Customer End-Users’ engagement with the platform and any Digital Questionnaire, please contact the Customer on behalf of whom you use or access to the Platform.

THE DIGITAL QUESTIONNAIRE AND ANSWERS TO IT, AND/OR ANY OF THE CONTENT THEREIN ARE NOT A PROFESSIONAL OR PSYCHOLOGICAL ADVICE OR DIAGNOSIS, AND MERELY PROVIDED AS A SUPPORT TOOL. THE SERVICES ARE NOT AN ATTEMPT TO PROVIDE PROFESSIONAL OR PSYCHOLOGICAL ADVICE AND IT SHOULD NOT BE USED TO MAKE A CONCLUSION OR TO REPLACE OR OVERRULE A JUDGMENT. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES/PLATFORM/CONTENT IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

1. License and Restrictions

1.1. **Use Rights.** Subject to your compliance with the Terms, and unless otherwise agreed in writing between the User and OLM, OLM grants you a limited, worldwide, non-exclusive, license, to access and use the Website, and where Customer have paid the applicable fees, to use and access the platform, all solely for internal business purposes, in accordance with these Terms. Except as stated above, no other rights in the platform/Services are granted.

1.2. **Use Restrictions.** You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Services, platform, or any parts thereof, for any

purpose, (ii) remove or delete any and all copyright notices, restrictions and signs indicating proprietary rights of OLM and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or acOLMing the Services, platform, or any content, (iii) create a browser or border environment around the Website, and/or platform, link, including in-line linking, to elements on the Website or platform, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, in a manner which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available; (vii) use the Services for and/or in connection with any illegal conduct and/or any form of spam, unsolicited mail or similar conduct; (viii) access and/or use the services, or any component thereof or content therein in order to build a competitive product or service; (ix) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein; (xi) infringe or violate these Terms. You hereby agree that upon OLM's request you will immediately return and purge from your systems all materials and copies of the same, collected, created, or used in breach of these Terms.

1.3. **Modification of the Services.** OLM may continuously update the platform/Services with new capabilities or offerings or replace and/or discontinue some of the capabilities. You acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. In addition, OLM may at any time, in its sole discretion add or remove supported features and/or capabilities from the platform/Services. The User's sole remedy in the event of such changes shall be, where such changes reflect a material decrease in functionality, to terminate any affected plan program to the platform.

2. Registration and Plans

2.1. **Registration.** In order to use the platform and certain Services, Customer must register and open an account through the Website or as otherwise directed by OLM (the "**Account**"). To complete Customer's Account registration, we will require certain information from the Customer and from Customer End-Users, including their consent to these Terms.

2.2. **Account Security.** The User is responsible for maintaining the confidentiality of the login credentials of the Account and for all activities that occur under the Account. The User agrees not to disclose its login credentials to any third party, and to be responsible for any use or misuse performed through the Account (including by any third party). We reserve the right to temporarily suspend or permanently terminate any Account if we determine that the User or anyone on its behalf is using the Account in a manner that violates these Terms.

2.3. **Payment.** To use the platform, you must have Internet access, and pay the applicable fee ("**Fee**"). Fee shall be paid in advance via the Website or as otherwise instructed by the OLM. Customer remain responsible for any uncollected amounts. If payment is not successfully settled, we may suspend Users' access to the Services. To the extent permitted by applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial use of the Services. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, and duties. Customer agree to pay for any other such taxes that might be applicable to Customer and/or Customer End-Users use of the Services and payments made by Customer herein.

2.4. **Plan Termination.** Upon termination of the Digital Questionnaire, the Users will no longer be able to access the platform, and the permissions, rights, and licenses granted under these Terms shall terminate. NOTE THAT TERMINATION MAY CAUSE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO THE CUSTOMER AND/OR CUSTOMER END-USERS. OLM SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

3. Intellectual Property; Feedback

3.1. As between you and OLM, OLM owns all rights in and to the Services, the platform, and OLM's Confidential Information (as defined below), including all Digital Questionnaire, tests, assessments, information and materials accessible and available to User through the Services, data models, architecture, analysis methods, techniques and tools, modifications, enhancements, derivatives, substitutes, or emulations of the aforementioned and any intellectual property rights therein, including any item which is the outcome of customization work, design, development, and implementation done by the OLM, by or on your behalf or jointly by OLM and you (or on your behalf), for you, all excluding User Data as defined below ("**OLM's IP**").

3.2. **Feedback.** In the event that you provide the OLM with any suggestions, comments, or other feedback relating to OLM's services (collectively, "**Feedback**"), such Feedback is provided 'AS IS' and is and will be deemed as the sole and exclusive property of OLM and you hereby irrevocably assign to OLM all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations.

4. Third Party Components

The Services may use or include third parties' products, services, software, files, and components that are subject to third-party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgments and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. Without derogating from OLM's warranties under these Terms, OLM disclaims all liability related to any Third Party Components utilized in the Services. You acknowledge that we are not responsible for the products and services provided by such third parties, that the OLM is not the author or owner of any Third Party Components, and that OLM makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components.

5. Confidentiality

Either party (a "**Disclosing Party**") may disclose or make available to the other party (a "**Receiving Party**") certain confidential information regarding its technology, operations, and business ("**Confidential Information**"). Receiving Party agrees to use the best reasonable industry measures to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required to provide or use the Services or the platform in the scope of the parties' engagement hereunder. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information; (b) was received by Receiving Party from any third party without restrictions; (c) is publicly and generally available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein.

Digital Questionnaire, tests, assessments, information and materials accessible and available through the Services shall be considered OLM's Confidential Information.

6. Privacy Policy; User Data

6.1. **OLM's Privacy Policy.** We respect the privacy of our users and are committed to protecting the personal information you share with us or that we collect in connection with your use of the Services. In the scope of the provision of the Services, certain personal data may be collected, processed, stored, and analyzed. Such personal data shall be obtained from the Users in accordance with the Privacy Policy.

6.2. **User Data.** In order to use the platform/Services, the User may need to provide OLM with certain data and information and thereby allow OLM to collect, process, and analyze such data and information. The User acknowledges and agrees that it (and not the OLM) has sole control over which information is provided to the OLM. You hereby represent and warrant that it has the full right, permissions, and consents use and share any data and information it made available to us in the scope of its use or access to the Services (together “**User Data**”).

6.3. Customer hereby represent and warrant to OLM, that Customer have the full right, permissions, and consents from Customer End-Users to (i) engage them with the platform and Services, and to participate in Digital Questionnaire, tests, assessments, information and materials accessible and available through the Services, in compliance with any and all applicable laws and regulations apply on Customer’s and Customer’s End-Users relations (including, without limitation, employment relations); and (ii) use and share any data and information Customer makes available to us through the Services.

6.4. User hereby grant OLM a non-exclusive, non-assignable, non-transferable license to use User Data (including for the collection storage, processing, analysis, display, transfer, and creation of derivatives, thereof) for the purpose of providing the Services to Customer, and as otherwise contemplated hereunder.

6.5. **Anonymous Cumulative Information.** Without derogating from the foregoing, you hereby grant OLM a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use User Data that has been anonymized and that cannot be used to identify or otherwise understood to be related to you or to the organization you are associated with or third party, for the purpose of internal research or otherwise improving or enhancing the Services (or any part thereof).

6.6. **Deletion of User Data.** Upon termination of the Services, whether by the User’s request or at OLM’s discretion and in accordance with these Terms, OLM may delete any and all information provided by the User as part of the Services, as set forth in the Privacy Policy.

7. Services Availability

The Services availability and functionality depend on various factors, such as communication networks, software, hardware, and OLM’s service providers and contractors. The OLM will make all reasonable efforts to have the Services materially available. Notwithstanding the foregoing, OLM does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

8. Warranties and Representations

8.1. By using the Services and agreeing to the Terms, User represent and warrant to us that: (i) you are at least eighteen (18) years of age; (ii) you have not previously been suspended or removed from the Services; and (iii) your use of the Services is and shall be in compliance with any and all applicable laws and regulations.

8.2. The Customer shall be solely responsible for all conclusions, decisions, recommendations, advice, guidance, or instructions given based on the User’s use of the Services and shall be solely and fully responsible for any loss, injury, or damages incurred as a result or in connection with any decision made or action taken or not taken in reliance on such information or analytics made available through the Services. Nothing in these Terms shall be deemed to delegate or assign to OLM, or to cause or obligate OLM to assume any duty or obligation (including, without limitation, under any law or regulation) to any of Customer’s personnel, customers, Customer End-Users or end-users. The Customer acknowledges and agrees that the use of any content, information, data, materials, or insights generated or made available through the Services is entirely at its own risk.

9. Disclaimer of Warranties

9.1. THE CONTENT OF THE PLATFORM/SERVICES, SUCH AS SURVEYS, TESTS, GRAPHICS, IMAGES, TEXT, AND ALL OTHER MATERIALS, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT IS NOT MEANT TO BE COMPLETE OR EXHAUSTIVE ANALYSIS OF ANY SPECIFIC INDIVIDUAL OR ORGANIZATION’S CONDITION. THE SERVICES ARE NOT AN ATTEMPT TO PROVIDE PROFESSIONAL PSYCHOLOGICAL GUIDANCE AND SHOULD NOT BE USED TO MAKE

A DIAGNOSIS OR TO REPLACE OR OVERRULE A SPECIFIC PROFESSIONAL JUDGMENT. THE SERVICES AND ANY PART THEREOF OR CONTENT AVAILABLE THEREIN, ARE PROVIDED SOLELY AS A SUPPORTIVE TOOL.

9.2. THE OLM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES/PLATFORM (OR ANY PART THEREOF). THE SERVICES AND/OR THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA, OR INFORMATION MADE AVAILABLE THERETHROUGH OR RELATED THERETO, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE OLM AND ITS AFFILIATES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND OTHER AFFILIATES (COLLECTIVELY, “OLM AFFILIATES”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, LEGALITY, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE SERVICES AND OF ANY CONTENT, DATA, RESULTS, OR INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SERVICES/PLATFORM.

9.3. THE OLM DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PLATFORM/SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) ANY CONTENT, DATA, INFORMATION, RESULTS OR OUTPUTS WILL BE ACCURATE OR RELIABLE, (C) THE QUALITY OF THE SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES/PLATFORM/CONTENT THEREIN IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

9.4. THE OLM DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER’S INFORMATION AND DATA. THE OLM MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE PLATFORM/SERVICES.

10. Indemnification

USER RELEASE, AND AGREE, AT USER’S OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OLM AND OLM AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS, AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY’S FEES RELATED IN ANY WAY TO: (I) USER’S BREACH OF THE TERMS, (II) USER’S USE OF ANY CONTENT, INFORMATION, DATA, MATERIALS, OR INSIGHTS GENERATED OR MADE AVAILABLE THROUGH THE SERVICES.

WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT, OR ACTION AND WE WILL ALLOW YOU TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER AS LONG AS YOU CONDUCT SUCH DEFENSE DILIGENTLY.

11. Limitation of Liability

11.1. EXCEPT WITH RESPECT TO DAMAGES ARISING FROM THE OLM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL THE OLM AND/OR ANY OF THE OLM AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, USE OR INABILITY TO USE THE SERVICES, PLATFORM, PLATFORM RESULTS OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY PLATFORM RESULTS OR CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PLATFORM RESULTS OR CONTENT, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF OLM TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF OLM BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS.

11.2. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, THE OLM IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, THE OLM'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO OLM UNDER APPLICABLE ORDER FORM DURING THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN ANY CASE NO ACTION MAY BE BROUGHT BY YOU IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

11.3. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED ON AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR OLM'S PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF OLM AND/OR ANY OLM AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

12. Amendments to these Terms

OLM may change these Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on the homepage of the Website and/or via the Account, and/or we will send you notifications regarding such changes to the e-mail address available in your Account information. Such substantial changes will take effect seven (7) days after such notice was provided on our Website or on the Account or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "*Last Revised*" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

13. General

13.1. **Relationship of the Parties.** These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the OLM and the Users.

13.2. **Governing Law and Jurisdiction.** Any claim relating to the use of the Services will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Services will be brought in, and you hereby consent to the exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv, Israel.

13.3. **Assignment.** User may not assign, sublicense, or otherwise transfer any or all of your rights or obligations under these Terms, without OLM's prior express written consent.

13.4. **Severability.** If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.

13.5. **No Waiver.** No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

13.6. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms of Service were written in English and may be translated into other languages for Users convenience. If a translated (non-English) version of these Terms conflicts in any way with the English version, the provisions of the English version shall prevail. User acknowledges that the User's knowledge of English allowed it to understand all of the terms and conditions detailed in these Terms.