

Downloads

Trainologic Terms & Conditions (September, 2008)

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11. Indemnity

You agree to defend, indemnify and hold harmless Trainologic, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Website; (ii) your violation of these Terms & Conditions; (iii) your violation of the terms which apply to your User Submission; (iv) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or (v) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms & Conditions and your use of the Website.

12. Ability to Accept Terms & Conditions

You affirm that You are either more than 18 years of age or possess legal parental or guardian consent to enter into these Terms & Conditions, and to comply with these Terms & Conditions.

13. Assignment

These Terms & Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Trainologic without restriction.

14. General

- a. You agree that: (i) the Website shall be deemed to be managed, controlled and supervised in Tel Aviv, Israel; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Trainologic, either specific or general, in jurisdictions other than the State of Israel.
- b. These Terms & Conditions shall be governed by the internal substantive laws of the State of Israel, without respect to its conflict of laws principles. Any claim or dispute between You and Trainologic that arises in whole or

in part from the Website or these Terms & Conditions shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel.

- c. These Terms & Conditions, together with the Privacy Policy shall constitute the entire agreement between You and Trainologic concerning the Website.
- d. If any provision of these Terms & Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain in full force and effect.
- e. No waiver of any term of these Terms & Conditions shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- f. Trainologic reserves the right to amend these Terms & Conditions at any time and from time to time without any notice, and it is your responsibility to review these Terms & Conditions for any changes. Your use of the Website following any amendment of these Terms & Conditions will signify your assent to and acceptance of its revised terms.
- g. YOU AND TRAINOLOGIC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TRAINOLOGIC WEBSITE COMMENCE BY USER MUST BE COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Contact:

If You have any concerns relating to this Terms & Conditions, please contact Trainologic at [info@ Trainologic.com](mailto:info@Trainologic.com)

THANK YOU FOR VISITING US.

EFFECTIVE DATE: September 19, 2008