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USA) and third party service providers to process and/or collect payment from you. In case you represent your employer or any other entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be). PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; OR (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

AS ELABORATED IN SECTION 2 BELOW, THERE ARE VARIOUS TYPES OF USERS IN THE SERVICES, THUS, EXCEPT WHERE INDICATED OTHERWISE "YOU" SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE SERVICES, ADDITIONAL SERVICES, SITES OR monday.com MOBILE APPLICATION, WHICHEVER IS EARLIER (THE DATE OF SUCH REGISTRATION OR ACCEPTANCE BEING THE "**EFFECTIVE DATE**").

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THESE TERMS OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS, OR ACCESS OR USE THE SERVICES OR THE SITES OR monday.com MOBILE APPLICATION.

1. **Our Services.**

1.1. Our Services. The monday.com cloud based services includes our platforms, products, applications, application programming interface ("**API**"), tools, and any ancillary or supplementary monday.com products and services (including Upgrades (as defined below)), offered online and via a mobile application ("**Services**").

1.2. Modification or Discontinuation of Services. We may add, modify or discontinue any feature, functionality or any other tool within any Services and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Services, then we will notify you by posting an announcement on the

Sites, via the Services and/or by sending you an email.

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Accept necessary cookies only

Cookie settings

Accept all cookies

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2.2. Your Registration Information. When creating an Account or when you are added into an Account and creating your user profile ("**User Profile**"), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your Account, User Profile and password, including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the Services; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. You will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.

2.3. User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you or an Admin lose access to an Account or otherwise request information about an Account, we reserve the right to request from you or from an Admin (as the case may be) any verification and/or information, including in the form of a release, as we deem necessary in our sole discretion, before restoring or providing access to or providing information about such Account.

2.4. Account Admins. The Admin(s) of an Account are, severally and jointly, deemed as the authorized representatives of the Customer, and any decision or action made by any Admin, is deemed as a decision or action of Customer. An Admin may assign or add other members of the Account as Admins, which possess important privileges and controls over the use of the Services and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade Services; (ii) create, monitor or modify Users' actions and permissions; (iii) manage the access to, control, remove, share posts or otherwise change, all or part of the Customer Data (as defined below); (iv) assign certain privileges to such other Users (as defined below); and (v) integrate or disable integration with Third Party Services. You also acknowledge that your Account can become managed by a representative of the entity that owns or controls the email address domain with which your Account was created or registered. Admin rights are further elaborated in this [Article in our Help Center](#).

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address technical, fraud or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2. Responsibility for Customer Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Services; (ii) the Customer Data is in compliance with, and subject to, our [Acceptable Use Policy](#); and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation ("**Laws**"); (c) violate any of your or third party's policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that monday.com shall not monitor and/or moderate the Customer Data and there shall be no claim against monday.com for not doing such.

3.3. No Sensitive Data. You shall not submit to the Services any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("**HIPAA**"), as amended and supplemented, or any similar legislation in other jurisdiction, unless (a) the applicable Services and the respective Subscription Plan is made commercially generally available by monday.com for use with HIPAA data; and (b) Customer and monday.com separately enter into a [HIPAA Business Associate Agreement](#); and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

4. Public User Submissions.

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other materials publicly (collectively, "**Public User Submissions**") and share such Public User Submissions with other Users, or the public. By submitting Public User Submissions through the Sites, you grant us a license to access, use, copy,



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specifically in strict compliance with our [Acceptable Use Policy](#), we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Services and Sites, during the applicable Subscription Term, solely for Customer's internal business purposes.

5.4. Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow a User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Services or the Sites to any third party, including, but not limited to your affiliates, or use the Services in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Services or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Services or Sites, or any part thereof; (v) take any action that imposes or may impose (at monday.com's sole discretion) an unreasonable or disproportionately large load on the monday.com infrastructure or infrastructure which supports the Sites or Services (vi) interfere or attempt to interfere with the integrity or proper working of the Services or Sites, or any related activities; (vii) remove, deface, obscure, or alter monday.com's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Services or Sites, or use or display logos of the Services or Sites without monday.com's prior written approval; (viii) use the Services or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Users) to do any of the foregoing.

5.5. Feedback. As a User of the Services and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of monday.com Materials, the Services, the API and/or the Sites ("**Feedback**"). Such Feedback is deemed an integral part of monday.com Materials, and as such, it is the sole property of monday.com without restrictions or limitations on use of any kind. monday.com may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to monday.com any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral

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tools in connection with the Services, including, without limitation, third party applications and widgets offered via our integrations offering, or which you decide to connect through our API, as part of the Services (collectively, **"Third Party Services"**).

7.2. Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of the Third Party Services (**"Third Party Agreement"**). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Services with the Third Party Agreement.

7.3. Integration with a Third Party Service and your Customer Data. Through the Services you may enable integrations with your Account, including, boards or Services within your Account (or a portion thereof), with Third Party Services, which will allow an exchange, transmission, modification or removal of data between us and the Third Party Services, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by a Third Party Services, is governed by the Third Party Agreement, including any applicable privacy policy, and monday.com is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Services or for such Third Party Services privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, you acknowledge and agree that: (i) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the Third Party Services and other data activities you may conduct or may permit third parties, including the Third Party Services, to conduct; (ii) the activities and use of the data by you and any other Users within the Account, may result in a modification and/or removal of data, either in the Account (i.e. Customer Data) and in the integrated Third Party Services. We shall have no obligation of any kind, for any such modification and/or removal of data, either in the Account with us and/or the integrated Third Party Services.

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content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a Customer, all Users', use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.


7.10. **Limitations of Liability.** monday.com BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICES' OPERABILITY OR INTEROPERABILITY WITH OUR SERVICES, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICES' OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT MEET YOUR NEEDS.

8. Subscription, Fees, Upgrades and Renewals.

8.1. **Order Form.** The Services may be purchased via an order form, e.g. a sales order, purchase document or any other instrument as determined by us, which shall be completed and placed either online, in-product, offline, or in any other form designated by us ("**Order Form**"). Such Order Form will list, at a minimum, the Services ordered, the associated fees, the subscription plan and term, as applicable. If Customer provides monday.com a purchase order related to an Order Form, such is deemed to incorporate these Terms and if such contains terms in regards to the Services then such shall have no force or effect.

8.2. **Subscription.** Unless stated otherwise in an Order Form, the Services are provided on a subscription basis for the subscription term specified in the Order Form, in accordance with the respective subscription plan, as applicable, purchased under such Order Form "**Subscription Term**" and "**Subscription Plan**", respectively, and collectively the "**Subscription**").

8.3. **Fees.** In consideration for the provision of the Services (except for Trial Services), Customer shall pay us the

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dollars. Customer hereby authorizes us, either directly or through our payment processing service or our affiliates, to charge such Fees via Customer's selected payment method, upon due date or shall otherwise remit payment to



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then-current rates and the Fees already paid by Customer will be reduced from the new additional Fees, unless otherwise agreed in an Order Form in which case Users will be added for the remainder of the Subscription Term on a prorata basis. We will bill Customer upon the Users increase, unless such alternative time is otherwise agreed by us.

8.7. **Excessive Usage.** We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Services or otherwise use the Services in an excessive manner compared to the anticipated standard use at our sole discretion (for instance, an excessive number of guests, excessive use of automations, etc.), to offer the Services in different pricing and/or impose additional fees or other restrictions as for the upload, storage, download and/or use of the Services, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

8.8. **Billing.** As part of registering, or submitting billing information, to the Services, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us (either directly or through our affiliates, including monday.com Inc. or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we (or our affiliates and/or third-parties acting on our behalf) may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).

8.9. **Subscription Auto-Renewal.** In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription includes an automatic renewal option by default. Accordingly, unless Customer cancels its Subscription prior to its expiration, which in the case of an annual Subscription, such cancellation notice shall be no less than 30 days prior to its expiration (unless otherwise permitted by monday.com), the Subscription to the underlying Services will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term and, unless otherwise notified to Customer, at the same price (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term).

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Accepting cookies will allow us to charge Customer the applicable Fees upon or immediately prior to the expiration of the then applicable Subscription



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9. Refund Policy; Chargeback.

9.1. [Refund Policy](#). If Customer is not satisfied with its first purchase of the Services and solely with respect thereto (“**Initial Purchase**”), then Customer may terminate such Initial Purchase of the Services by providing us a written notice, within 30 days of such Initial Purchase (“**Refund Period**”). In the event that Customer terminates such Initial Purchase, within the Refund Period, we will refund Customer the prorata portion of any unused and unexpired Fees pre-paid by Customer in respect of such terminated Services, unless such other sum is required by applicable law, in the same currency we were originally paid (“**Refund**”). The Refund is applicable only to the Initial Purchase and does not apply to any additional or subsequent purchases, upgrades, modification or renewals of the Services (even if such were performed during the Refund Period). Please note that we shall not be responsible to Refund any differences caused by change of currency exchange rates or fees that Customer was charged by third parties, such as wire transfer fees. After the Refund Period, the Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Customer’s Refund request. Subject to the foregoing, upon termination by Customer under this Section 9.1 all outstanding payment obligations shall immediately become due for the used Services and Customer will promptly remit to monday.com any fees due to monday.com under these Terms.

9.2. [Non-Refundable Services](#). Certain Services may be non-refundable. In such event we will identify such Services as non-refundable, and Customer shall not be entitled, and we shall not be under any obligation, to terminate the Services and give a Refund.

9.3. [Chargeback](#). If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Fees (“**Chargeback**”), this will be considered as a breach of Customer’s payment obligations hereunder, and Customer’s use of the Services may be suspended, disabled or terminated at monday.com’s discretion. Customer may not have any further access to the Services in the event of such suspension, disablement or termination, unless monday.com otherwise enables Customer to resume its access to the Services, at its sole discretion, subject to Customer’s payment of any applicable Fees in full, including any fees and expenses incurred by us and/or any Third Party Services for each Chargeback received (including handling and processing charges and fees incurred by the

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applicable law.

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upon written notice, in case that the other party (a) is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; provided, however, that termination by Customer shall apply only with respect to those components of the Services with respect to which the breach has occurred; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

11.3. Termination by Customer. Customer may terminate its Subscription to the Services by canceling the Services and/or deleting the Account, whereby such termination shall not derogate from Customer's obligation to pay applicable Fees except where such termination is made within the Refund Period. In accordance with Section 9 above, unless mutually agreed otherwise by Customer and us in a written instrument, the effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer's obligation to pay the Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Fees.

11.4. Effect of Termination of Services. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to you hereunder shall terminate, and we may change the Account's web address. It is Customer's sole liability to export the Customer Data prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account, we may continue to store and host it until either Customer or we, at our sole discretion, delete such Customer Data, and during such period, Customer may still be able to make a limited use of the Services in order to export the Customer Data ("**Read-Only Mode**"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Customer, and subsequently, the Customer Data will be deleted. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Data prior to the termination or expiration of these Terms, and therefore we shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Fees.

11.5. Survival. Section 2.6 (Customer Responsibility for Users), 3 (Customer Data), 6 (Privacy and Security), 7 (Third Party Services), 8 (Intellectual Property), 9 (Limitation of Remedies), 10 (Disclaimer of Warranties), 11 (Term and Termination; Suspension), 12 (Confidentiality), 13 (Force Majeure), 14 (Entire Agreement), 15 (Assignment), 16 (Severability), 17 (Governing Law), 18 (Notices), 19 (Waiver), 20 (Release of Claims), 21 (Indemnification), 22 (Limitation of Damages), 23 (No Partnership or Joint Venture), 24 (No Agency), 25 (No Endorsement), 26 (No Sublicense), 27 (No Transfer of Rights), 28 (No Third Party Beneficiary), 29 (No Assignment of Rights), 30 (No Waiver of Rights), 31 (No Release of Claims), 32 (No Indemnification), 33 (No Limitation of Damages), 34 (No Force Majeure), 35 (No Governing Law), 36 (No Notices), 37 (No Waiver), 38 (No Release of Claims), 39 (No Indemnification), 40 (No Limitation of Damages), 41 (No Force Majeure), 42 (No Governing Law), 43 (No Notices), 44 (No 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12.3. Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

13. **Warranty Disclaimer.**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND/OR WARRANTIES AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

13.1. THE SITES AND THE SERVICES ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

13.2. WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS AND/OR WARRANTIES THAT THE SERVICES AND SITES, INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WILL NOT BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR

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DATA (INCLUDING CUSTOMER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.



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with any local and/or specific applicable Laws, as applicable to your use of the Services.

15.2. Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

16. Indemnification.

16.1. By Customer. Customer hereby agrees to indemnify, defend and hold harmless monday.com and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "Losses") incurred as a result of any third party claim arising from (i) Customer's and/or any of its Users', violation of these Terms or applicable Law; and/or (ii) Customer Data, including the use of Customer Data by monday.com and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.

16.2. By monday.com. monday.com hereby agrees to defend Customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against Customer, alleging that Customer's authorized use of the Services infringes or constitutes misappropriation of any third party's copyright, trademark or registered US patent ("**IP Claim**"), and we will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. monday.com's indemnity obligations under this Section 16 shall not apply if: (i) the Services (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Services is used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, the Customer Data or to any events giving rise to Customer's indemnity obligations under Section 16.1 above. Without derogating from the foregoing defense and indemnification obligation, if monday.com believes that the Services, or any

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right to continue to use the Services; (b) replace or modify the allegedly infringing part of the Services so that it becomes non-infringing while giving substantially equivalent performance; or (c) if monday.com determines that the



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18. **Export Controls; Sanctions.**

The Services may be subject to Israeli, U.S. or foreign export controls, Laws and regulations ("**Export Controls**"), and you acknowledge and confirm that: (i) you are not located or use, export, re-export or import the Services (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) you are not: (a) organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. or Israeli economic or trade sanctions (currently, Cuba, Lebanon, Iran, Syria, North Korea, the Crimea region of Ukraine, the so-called Donetsk People's Republic, or the so-called Luhansk People's Republic), (b) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (c) otherwise the target of U.S. sanctions; and Customer is solely responsible for complying with applicable Export Controls and sanctions which may impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Services and/or the Customer Data; and (iii) Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

19. **Modifications.**

Occasionally, we may make changes to these Terms for valid reasons, such as adding new functions or features to the Services, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending Customer an email. Your continued use of the Services after the changes have been implemented will constitute your acceptance of the changes.

20. **Government Use.**

If Customer is part of a U.S. Government agency, department or otherwise, either federal, state or local ("**Government Customer**"), then Government Customer hereby agrees that the Services under these Terms qualifies as "Commercial Computer Software" as defined in FAR 12.212, FAR 12.212, Defense Federal Acquisition Regulation Supplement ("**DFARS**") 227.7201, and DFARS

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21.3.1. Dispute resolution and Arbitration. Any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these Terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these Terms) will be determined solely by mandatory binding arbitration. In arbitration there is no judge or jury and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would.

21.3.2. Exception. Notwithstanding clause 21.3.1 above, you and monday.com both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. In addition to the above, notwithstanding clause 21.3.1 above, monday.com may file a suit in a court of law against you to address intellectual property infringement claims.

21.3.3. Arbitration Process Rules. Either you or we may start arbitration proceedings. Any arbitration between you and us will be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") then in force ("**ICC Rules**") by one arbitrator appointed in accordance with the ICC Rules. The arbitration will take place in Tel Aviv-Jaffa, and shall be conducted in the English language and unless otherwise required by a mandatory law of any jurisdiction, the law to be applied in any arbitration shall be the law of the State of Israel, without regard to choice or conflicts of law principles. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. The arbitration shall be conducted on a confidential basis. The award of the Arbitrator shall be final and binding on the parties. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

21.3.4. Special Statute of Limitation. Any arbitration must be commenced by filing a demand for arbitration within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

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22.4. **Notice.** We shall use your contact details that we have in our records, in connection with providing you notices, subject to this Section 22.4. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Services, shall be provided as follows: via the Services, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to monday.com Ltd., attn: General Counsel, at legal@monday.com, or sent to 6 Yitzhak Sadeh St., Tel-Aviv 6777506, Israel.

22.5. **Assignment.** These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of monday.com, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Services to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and enure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 22.5 shall be null and void.

22.6. **Severability.** These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

22.7. **No Waiver.** No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

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