

Ascola Terms of Service

Ascola Learning Technologies Ltd. ("**Ascola**", or "**us**", "**our**", "**we**") allows users to upload academic course content through an Internet based platform and provide an online forum for communication among course participants (the "**Services**"). These Terms of Service ("**Terms**") govern your access and use of the Services. "**You**" means a user of the Services.

Please read these Terms carefully. You must accept these Terms prior to using the Services. By using the Services, you signify your consent to these Terms, including without limitation our privacy policy, which may be modified by Ascola in its sole discretion from time to time, and a current copy of which is available at <http://getascola.com/privacy.pdf> (the "**Privacy Policy**").

Use of Services

Ascola allows you to access and use the Services subject to these Terms. Ascola may, in its sole discretion and at any time, modify or discontinue providing the Services or any part thereof without notice. Ascola also reserves the right to modify its payment terms with reasonable prior notice.

Use of the Services is restricted to individuals and entities that academic researchers, lecturers, students and instructors. Ascola reserves the right to refuse to open an account for any individual or entity that is not, in the sole discretion of Ascola, satisfy the foregoing description.

Use of and access to the Services is void where prohibited by law. By using the Services, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you either are 18 years of age or older, or else have the permission of your parents or guardians to use the Services and (d) your use of the Services does not violate any applicable law or regulation or any obligation.

Registration

You may register to use Ascola by creating an account and providing all information as requested by Ascola. You represent and warrant that all information provided in the creation of an account is correct and accurate. Creation of an account is subject to the prior written consent of Ascola, and Ascola may refuse to open an account for any individual or entity in its sole discretion. Ascola reserves the right to refuse to open an account if not all appropriate information is provided.

You agree to immediately notify us of any unauthorized use of your account. You are fully and solely responsible for the security of your computer system, mobile device and all activity on your account, even if such activities were not committed by you. Ascola will not be liable for any losses or damage arising from unauthorized use of the Services, and you agree to indemnify and hold Ascola harmless for any improper or illegal use of the Services, and any charges and taxes incurred, unless you have notified us via e-mail at <http://getascola.com/#contact> that your account have been compromised. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Services.

Termination of Account

You agree that Ascola may for any reason, in its sole discretion and without notice, terminate your account, and remove from the Services any User Content (as defined below) associated with your account. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent, harassing or abusive behavior, or (iv) behavior that is harmful to other users, including students, teachers or other users or the business interests of

Ascola. If your account is terminated, you may not rejoin Ascola again without our express permission.

If Ascola believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on the Services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Services. You may request termination of your Ascola account at any time and for any reason by sending an email to <http://getascola.com/#contact>. Any suspension, termination, or cancellation of your account or these Terms shall not affect your obligations to Ascola and its licensors under these Terms (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

Intellectual Property

Ascola and its licensors own the Services, including all worldwide intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services or any User Content (as defined below) appearing in the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Ascola or any third party.

You may not or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services; (b) circumvent, disable, or otherwise interfere with security-or access-related features of the Services or features that prevent or restrict use or copying of any User Content; (c) use any robot, spider, Services search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (d) harvest, collect or mine information about users of the Services; or (e) use or access another user's account or password.

User Content

In these Terms, “**User Content**” means any content that a user makes available through the Ascola Services, including any academic content, comments, reviews, photographs or any textual, audio or visual content.

Ascola reserves the right to refuse to make any User Content available for any reason, including without limitation as a result of a determination by Ascola that the User Content violates these Terms or any applicable law, which determination may be made by Ascola in its sole discretion. Ascola has no obligation to accept, display, review or maintain any User Content. ASCOLA DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED BY ANY USER AND ASCOLA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

You are fully and solely responsible for any User Content you submit or post. You agree that you will not act in any way or transmit or post any User Content that: (a) restricts or inhibits use of the Services; (b) solicits another person's password or other personal information under false pretenses; (c) impersonates another user or otherwise misrepresents yourself in any manner; (d) infringes (or results in the infringement of) the intellectual property, moral, publicity, or privacy rights of any third party; (e) is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or

unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (f) does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. (in the case of any proposed or actual transaction, “applicable” refers to both your own location and to location(s) of all other parties to the transaction); or would cause Ascola to be in violation of any law or regulation, or to infringe any right of any third party; (g) imposes an unreasonably or disproportionately large load on our infrastructure; (h) includes any obscene material, or anything depicting children in sexually suggestive situations whether or not depicting actual children, or (i) includes or transmits any virus, worm, Trojan horse, or other harmful or disruptive component. By uploading any User Content or otherwise making any User Content available through the Services, you represent and warrant that (a) the User Content complies fully with all of the foregoing requirements, and (b) you have fully complied with all applicable license terms (including any open source license terms) for making available such User Content.

Ascola may choose at its sole discretion to monitor User Content for inappropriate or illegal behavior, including through automatic means; provided, however, that Ascola reserves the right to treat User Content as content stored at the direction of users for which Ascola will not exercise editorial control except when violations are directly brought to Ascola’s attention.

By submitting or posting any User Content, you grant Ascola and its successors and assigns a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, publicly display, and publicly perform such User Content on, through or in connection with the Services in any media format.

Infringement

Ascola respects the intellectual property rights of others and expects its users to do the same. Ascola will remove all infringing User Content if properly notified that it infringes third party intellectual property rights, and may do so at its sole discretion, without prior notice to users at any time.

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No advice or information, whether oral or written, obtained by you from Ascola, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL ASCOLA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR CONTENT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ASCOLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL ASCOLA'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO ASCOLA FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO ASCOLA FOR THE USE OF THE SERVICES, THEN ASCOLA SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

Ascola does not accept any liability regarding any User Content, including without limitation any User Content made available through the Services. All claims regarding User Content and other User Content must be made directly against the user providing such content.

Indemnification

You agree to indemnify, defend, and hold harmless Ascola and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services, including any transactions that you conduct or attempt; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use of the Services, including, without limitation, provision of services in connection with the Services shall be in compliance with all applicable laws, regulations and guidelines.

Miscellaneous

These Terms shall be governed by the law of the State of Israel exclusive of its choice of law rules. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms or the Application shall be brought exclusively in the courts located in the city of Tel- Aviv/Jaffa and you irrevocably consent to their jurisdiction. Any cause of action against Ascola must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and Ascola or authorizes you to act on behalf of Ascola. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between Ascola and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account or account of any social networking site that you provided upon registration.

Last updated: September 2016