

Terms of Use

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1. General

The website located at: www.kldltd.com (hereinafter: the "Website") is owned by Kaleidoscope Ltd. (hereinafter: "Kaleidoscope"), which provides conference production services (hereinafter: the "Services").

These Terms of Use apply to all users of the Website.

Access to and use of the Website are subject to the restrictions and conditions detailed below. By using and/or visiting the Website, you acknowledge and agree, without limitation or qualification, to be bound by all of the terms of use set forth below (hereinafter: the "Terms of Use") and by the terms and limitations of the Privacy Policy. It is clarified that the provisions of the Privacy Policy and the Booking Policy shall be read together with these Terms of Use.

If you do not agree to these terms, you are requested not to use the Website.

2. Access to the Website

Kaleidoscope hereby grants you permission to use the Website as set forth in these Terms of Use, provided that:

- a. Your use of the Website is in accordance with the Privacy Policy, the Terms of Use, any applicable law, and for personal use only.
- b. You may not copy, distribute, or link any part of the Website to any media without Kaleidoscope's prior written consent.
- c. No part of the Website shall be modified, and the Website shall only be used for its intended purpose.
- d. You must comply with the terms and conditions of the Privacy Policy and the Terms of Use as written.

You agree not to use or create any automated system, including (but not limited to) "robots," "spiders," "generators," "viruses," offline systems, or the like, that enable or may enable access to the Website, including by sending requests to the Website's servers over a given period of time, or any other system that a regular and reasonable user could not operate.

3. Intellectual Property Rights

The Website and its content are provided to you "AS IS" for informational purposes and for your personal use only. You may not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit them for any other purpose without Kaleidoscope's prior written consent.

The content on the Website, including works of art, graphics, images, text, software, sounds, music, video clips, and names appearing on the Website, are the property of Kaleidoscope (or used under license).

Reproduction or use of any of the above content is strictly prohibited unless you have received specific prior written authorization from Kaleidoscope. Unauthorized use may constitute a violation of copyright laws, trademark laws, privacy and publicity laws, and/or communications legislation/regulations of the State of Israel or of international laws and treaties.

The trademarks, service marks, and logos, including those of Kaleidoscope (hereinafter collectively: the "Trademarks"), appearing on the Website, whether registered or not, are the sole property of Kaleidoscope. Nothing on the Website should be construed as granting, directly or indirectly, any right, license, or title to use the Trademarks without Kaleidoscope's prior written consent, and all rights in this regard are reserved by Kaleidoscope.

Any unauthorized use of the content and/or rights and/or Trademarks in contradiction to the above is strictly prohibited and shall be deemed misuse, unfair competition, and infringement of rights under applicable law. You acknowledge that Kaleidoscope regards its intellectual property as one of its most valuable assets and will enforce its rights to the fullest extent of the law.

You agree not to use, copy, or distribute any content not expressly permitted under these Terms of Use, including any use, copying, or distribution of content obtained from the Website for commercial purposes. When you "download" or print a copy of content from the Website for personal use, you must retain all copyright notices and comply with all intellectual property rights of Kaleidoscope and/or any third party as set forth herein and under applicable law.

You agree not to circumvent, disable, or otherwise interfere with Kaleidoscope's Website content security features, or to use software that prevents/limits the use of or copying of any content, or enforces limitations on

the use of the Website or its content.

4. Links to Third-Party Websites

The Website may contain links to third-party websites through which you may interact or “download” content. Unless otherwise specified, such websites and content are provided by companies not owned, affiliated, incorporated, or otherwise associated with Kaleidoscope. Kaleidoscope and/or its affiliates do not endorse, represent, or assume responsibility for such websites, and their content may not have been reviewed. Kaleidoscope has no control over and disclaims all responsibility for such content, privacy policies, or practices of third-party websites.

Additionally, Kaleidoscope cannot censor or edit the content of third-party websites. Kaleidoscope makes no representations or warranties regarding the accuracy, reliability, or any aspect of information contained/displayed on third-party websites, sources, or external servers.

Accordingly, Kaleidoscope advises you that when you leave the Website for other websites, you should review the terms of use and privacy policy of every site you visit. By using the Website, you irrevocably release Kaleidoscope and/or any related party from any and all liability arising from your use of third-party websites.

5. Limitation of Liability

The Website and content are provided “AS IS,” without any warranties of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except where explicitly stated.

By choosing to use the Website, you expressly acknowledge and agree that such use is at your sole risk. Accordingly, Kaleidoscope, its partners, shareholders, directors, employees, agents, content providers, and anyone acting on its behalf do not warrant or assume responsibility that the Website will operate without interruptions or errors, nor are they responsible in any way for the results of using the Website or the accuracy, reliability, or quality of its content or services provided through it.

This limitation applies to any damages or injuries caused by performance failure, error, omission, interruption, delay, transmission problem, computer virus, line failure, theft, destruction, unauthorized access, or other causes of action, whether based on contract, tort (including negligence), or any other legal theory.

Additionally, Kaleidoscope, its shareholders, directors, employees, agents, and representatives shall not be responsible, regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects, nor for the authenticity of information, delays, or interruptions in transmission, nor for any claims, damages, or losses resulting therefrom, including errors arising from service providers (including price discrepancies) or third parties as defined in the Booking Policy.

The content displayed on the Website is for illustrative purposes only and should not be relied upon for making purchasing decisions. Only the provisions of the Booking Policy and written content or information provided directly by Kaleidoscope’s official representatives to its clients in the booking process shall be binding.

In no event shall Kaleidoscope, its shareholders, directors, employees, agents, representatives, or any persons/entities involved in creating, producing, or distributing the Website be liable for any damages of any kind, including indirect, incidental, special, consequential, or punitive damages, arising out of or in connection with the use of or inability to use the Website.

6. Indemnification

By using the Website, you agree in advance to defend, indemnify, and hold harmless Kaleidoscope, its affiliates, directors, officers, employees, agents, representatives, and anyone acting on its behalf from and against any and all claims, damages, liabilities, losses, obligations, costs, or expenses (including but not limited to attorney’s fees) arising from one or more of the following:

- a. Your use of and access to the Website.
- b. Your breach of any provision of these Terms of Use or the Privacy Policy.
- c. Your violation of any third-party right, including but not limited to copyright, proprietary rights, or privacy rights.

This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

7. Changes to the Terms of Use

Kaleidoscope reserves the right, at its sole discretion, to modify or revise these Terms of Use at any time. When Kaleidoscope posts changes, it will update the “Last Updated” date at the top of these Terms of Use. We recommend reviewing these Terms of Use periodically to remain aware of possible updates. Your continued use of the Website following any modifications constitutes your full acceptance of the revised Terms of Use.

8. Governing Law and Jurisdiction

These Terms of Use and the legal obligations of the parties shall be governed by and construed under the laws of the State of Israel, regardless of your location. Exclusive jurisdiction over any claim, complaint, or legal proceeding relating to the Website or these Terms shall lie solely with the competent courts located in the Tel Aviv District, Israel.

9. Miscellaneous

If any provision of these Terms of Use is found invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Kaleidoscope's failure to assert any right or enforce any provision under these Terms of Use shall not constitute a waiver of such right or provision.