

MEDIA GALLERY <http://www.hd-media-gallery.com>
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2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Materials, except where such copying is incidental to normal permitted use of the Materials or where it is necessary for the purpose of back-up;
- (b) not to reproduce, broadcast, publicly perform, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any of the Materials;
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- 3.2 You agree that any New Works produced using the Materials will be the exclusive property of HD. All copyright and rights in the nature of copyright subsisting in any part of the world in any New Works shall vest in HD and you hereby assign to HD absolutely the entire copyright and all other rights in the nature of copyright subsisting in any New Works, and all other rights of whatever nature, whether now known or created in the future, to which you may be entitled by virtue of the laws in force in any part of the world in such New Works, in each case for the whole term including any renewals, reversions, revivals and extensions. You warrant that any professional graphic artists, marketing/advertising advisors or other sub-contractors will agree in writing to be bound by the terms regarding copyright and moral rights in New Works set out in this Agreement. You shall be liable for all acts and omissions of any professional graphic artists, marketing/advertising advisors or other sub-contractors and shall indemnify HD against all costs, expenses, claims, loss or damage incurred or suffered by HD, or for which HD may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill), arising out of any act or omission of any professional graphic artists, marketing/advertising advisors or other sub-contractors, including any product claim relating to any New Works.
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- 3.4 You acknowledge that the Materials may not be free of bugs or errors and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 3.5 The Materials, including the information, names, images, pictures, logos and icons regarding or relating to the Licensor and/or the Licensor's affiliated companies, its products and services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 3.6 The Licensor does not warrant that functions provided will be uninterrupted or error free, that defects will be corrected, or that the Materials or the server that makes them available are free of viruses or bugs.

4. TRANSFER OF RIGHTS AND OBLIGATIONS

- 4.1 This Licence is binding on you and the Licensor, and on our respective successors and assigns.
- 4.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- 4.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

5. TERMINATION

- 5.1 The Licensor may terminate this Licence immediately by written notice to you if:
- (a) You commit a material or persistent breach of this Licence, which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
 - (b) If the franchise or other HD agreement expires, terminates or otherwise comes to an end.
- 5.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence;
 - (c) you must immediately delete or remove the Materials from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Materials then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.
- 5.3 We reserve the right to initiate legal proceedings against anyone who will use our Media Gallery Materials in a way that violates our copyright and intellectual property rights.
- 5.4 You and your authorised agents/employees/subcontractors agree to indemnify us, or anyone acting on our behalf for any damage and/or loss, and/or costs incurred to us, including attorney's fees and court costs for violating our terms of use.

6. NOTICES

All notices given by you to us must be given to HD at info@helendorongroup.com. We may give notice to you at either the e-mail or postal address you provided. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or five days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

7. WAIVER

- 7.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 7.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 7.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

8. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9. ENTIRE AGREEMENT

9.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Materials and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

9.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.

9.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

10. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Israeli law (without reference to its conflict of law provisions) and submitted to the non-exclusive jurisdiction of the Israeli courts.

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