

End User Terms of Use

Welcome to **Inbox – Emails and Messages App**, an application available on the monday.com Marketplace (as defined below), which enables you (the “**User**”, “**you**”) to view, send, and manage your Gmail Conversations (as defined below) directly within your monday.com boards (the “**Boards**”) (the “**Application**”). Through the Application, you can enter your email address in the designated Email column or field on your Board. Once configured, the Application uses the Gmail API to retrieve in real time your Gmail Conversations, displaying them directly within the corresponding Board view, and allowing you to send new Email Messages directly from monday.com, in accordance with your configurations and preferences (the Application and the related features and functionalities it provides are referred to collectively as the “**Services**”). The Application and the Services are operated under the brand Pioneera.io, which is owned and operated by Alayof Digital Ltd. (the “**Company**”, “**we**”, “**us**”).

Please carefully read the following End User Terms of Use (the “Terms”). By accessing, installing, or using the Application, you agree to be bound by these Terms. You may not use the Application if you do not agree to the Terms.

Your use of the Application and the Services is also subject to the monday.com applicable terms and policies (including, without limitation, the monday.com Marketplace terms of service (currently available at <https://monday.com/l/marketplace-developers/marketplace-terms-of-service/>, the “**Marketplace Terms of Service**”) and the monday.com terms of service (currently available at <https://monday.com/l/legal/tos/>, the “**monday.com Terms of Service**”), as may be amended from time to time (collectively, the “**monday.com Terms**”). It is your sole responsibility to review the monday.com Terms, and you should not use the Application if you do not agree to the monday.com Terms. You bear the sole and exclusive responsibility for complying with monday.com Terms. We shall have no liability whatsoever with respect to any act by monday.com, any functionality or operation programmed by monday.com, or the quality of the performance of any monday.com services, tools or applications, including, but not limited to, the monday.com Marketplace. You acknowledge that we may modify, suspend, or terminate the Services and/or these Terms as a result of or pursuant to any instruction, policy, condition, term, feature, practice, functionality, or operation made, implemented, published, or programmed by monday.com.

Your use of the Application and the Services is also subject to the applicable terms and policies of Google LLC, including, without limitation, the applicable Google product-level terms governing Gmail and Google Workspace services, currently available at: <https://policies.google.com/terms>, the Google API Terms of Service currently available at: <https://developers.google.com/terms> (the “**Google API Terms**”) and the Gmail program policies, currently available at: <https://www.google.com/gmail/about/policy/> (the “**Gmail Policies**”) as may be amended from time to time (collectively, the “**Google Terms**”). It is your sole responsibility to review Google Terms, and you should not use the Application if you do not agree to Google Terms. You bear the sole and exclusive responsibility for complying with all Google Terms, including those governing your Google Account (as defined below), your use of Gmail, and any related permissions or configurations. You agree not to use the Application in any manner that would cause the Company to violate the Google API Terms.

We shall have no liability whatsoever with respect to any act by Google LLC, any functionality or operation programmed by Google LLC, or the quality of the performance of any Google LLC

services, tools, or applications, including, but not limited to, Gmail. Without limiting the generality of the foregoing, we shall not be responsible or liable for any interruption, limitation, modification, suspension, restriction, error, degradation, API change, OAuth permission change, deprecation, termination of access, rate-limit enforcement, or discontinuation of any Google service or Google API, nor for any resulting inability to use the Services, loss of data, decreased functionality, or any other impact on your use of the Application.

You acknowledge that the Services rely on your Google Account, Gmail, and Google APIs (including OAuth access tokens and permissions). Accordingly, any change, restriction, suspension, revocation, malfunction, or termination of such access, whether by you, by your organization administrator, or by Google LLC (including due to changes in APIs, permissions, policies, or product behavior) may result in the suspension, limitation, or termination of the affected functionality, or of the Services entirely. We may modify, suspend, or terminate the Services and/or these Terms in whole or in part, as a result of or in connection with, any change introduced by Google LLC to its APIs, permissions, features, policies, or services that affects the functionality, availability, or operation of the Application or the Services.

For clarity, the Application is not endorsed, sponsored, certified, or approved by Google LLC. Google LLC does not provide any warranty, representation, or assurance regarding the Application, and is not responsible for its functionality, performance, compliance, or security. We are independent developer, and nothing in these Terms, and/or the Application and the Services shall be construed as implying any affiliation, partnership, sponsorship, or approval by Google LLC.

Who may use the Services?

You may only access, install, and use the Application if you are an individual over the age of 18 with full legal capacity, or a duly organized legal entity, and only if you hold a monday.com Account and an active Google Account, both of which are required for the operation of the Services.

If you are entering these Terms on behalf of your employer, a company, or another legal entity, you hereby represent that: (i) you are duly authorized on behalf of your employer or such an entity (as applicable) to enter into these Terms; (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); and (iii) your use of the Application and the Services, and any configuration of integrations with monday.com or Gmail, is permitted under your organization's internal policies subject to any configuration, permission settings, or access restrictions imposed by your organization's Google Workspace administrator, if applicable (meaning only if your Google Account is part of an organization-managed Workspace domain).

Definitions

“monday.com Account(s)” refers to your account(s) on the monday.com platform through which you use the monday.com services.

“monday.com Marketplace” refers to the online marketplace that provides downloadable, accessible, and cloud-based application products available at: <https://monday.com/marketplace>, its successors, and the application products available from within the monday.com platform.

“Effective Date” refers to the date when you first installed the Application.

“Email Message(s)” refers to an individual incoming or outgoing email sent or received through your Gmail Account, including its metadata, headers, subject, body content, and any attachments. For Clarity, while the Application has the technical ability to access attachments through the Gmail API authorization scope, it does not display, store, or otherwise use any attachment data or content.

Accordingly, attachment information (including file names, MIME types, content, or metadata) may technically appear in Gmail API responses but is not used, stored, or made visible or accessible within your monday.com workspace via the Application.

“Email Thread(s)” refers to a collection of related Email Messages grouped under the same subject line in Gmail, representing a single continuous conversation.

“Google Account(s)” refers to your account(s) on the Google LLC platform through which you access the Gmail services.

“Gmail” means the web-based email service provided by Google LLC.

“Gmail Conversations” refers to the total of all Email Threads in your Gmail account.

“Privacy Policy” refers to our privacy policy currently available at: <https://www.pioneera.io/apps/1inbox/privacy-policy>.

Use; Monday Account; Google Account

Subject to these Terms, you may access, install, or use the Application exclusively for your reasonable business needs. To use the Application, you must sign into your monday.com Account and install the Application through the monday.com Marketplace.

Your use of the monday.com Account is also governed and subject to the monday.com Terms of Service. You are fully and solely responsible and liable for your monday.com Account, the accuracy of the information associated with it, and for all activities performed in or through the Application with or through your monday.com Account. Any registration information you provide to monday.com, us, or a third party must be accurate, current, and complete. You must also update your information so that we may send you notices, statements, and other information by email or through your Account. You are solely responsible for any activity through your Account and for maintaining its confidentiality and security. You agree to notify us immediately of any unauthorized use of your Account or any other security breach. We will not be liable for any loss or damage arising from your failure to comply with these responsibilities.

In addition, in order to use the Services and the Application, you will be required to authorize the Application to connect to and interact with your Google Account. You are fully and solely responsible and liable for your Google Account and for all activities performed through your Google Account, including, without limitation, any activity carried out through the Application, and for maintaining its confidentiality and security, including, without limitation, the confidentiality and security of any access credentials, authentication tokens, or authorization keys issued when you authorize the Application to connect to your Google Account, and you are solely responsible for maintaining the confidentiality and security of such credentials, including ensuring that no unauthorized third party gains access to them.

The authorization you grant enables the Application to access, retrieve, and send Email Messages through your Google Account, strictly in accordance with your configurations and instructions, and solely within the scope of your Gmail Conversations, and nothing beyond that. The Application accesses these Gmail Conversations (including all Email Threads and Email Messages) in real time as needed to perform the Services (such as viewing, replying to, or sending Email Messages), the relevant Gmail information is transmitted through our systems and temporarily processed only for the time needed to complete that action. This processing allows the Application to function properly but does not involve saving or storing any Gmail content. No Gmail Conversation content is stored or retained on our systems. In addition, while the Application's Gmail API authorization technically includes access to attachments, the Application does not display, store, or otherwise use any attachment data. By granting this authorization, you acknowledge and agree that (i) the Application will only access, view, or send Email Messages through your Gmail Conversations and data elements that you explicitly select or configure; (ii) the scope of access is determined solely by the selections and permissions you approve during the authorization process; and (iii) you are solely responsible for reviewing, understanding, and approving the requested permissions before granting access. If you revoke or disable this authorization at any time, certain features of the Services may cease to function. You agree to notify us immediately of any unauthorized use of your Google Account, Gmail, or any other security breach. We will not be liable for any loss or damage arising from your failure to comply with these responsibilities.

By connecting your Google Account to the Application, you hereby grant us a nonexclusive, worldwide, royalty-free, revocable license to access, use, process, send, and transmit your Google Conversations (including the relevant Email Threads and Email Messages) through your Google Account, strictly in accordance with your configurations and instructions and subject to the capabilities and terms of Google LLC.

Plans, Fees, and Billing

The Services are offered subject to your payment of applicable fees (the “**Fees**”), in accordance with the various plans and amounts presented to you upon installing the Application or at a later time (each, a “**Plan**”, and together the “**Plans**”), currently available at: _____.

We reserve the right, at any time and in our sole discretion, to change our available Plans, eliminate any Plan offered by us, introduce new Plans, and/or change the prices of each Plan. We will notify you in advance of any of the above changes to the Plans and/or prices, and the change will take effect only with respect to the next payment due. We also reserve the right to transform a free-of-charge section of the Service into a fee-based service. In such a case we will seek your prior consent to pay those Fees. If you do not consent, you shall cease any use of those Services.

Please note that our Application is considered a monday.com Billed App, as such a term is defined in the Marketplace Terms of Service. Accordingly, you will pay all Fees directly to monday.com and acknowledge that the Fees and their payment are subject to monday.com's payment and refund terms under the Marketplace Terms of Service.

Terms, Termination, and Renewals

Termination by You: You may terminate these Terms at any time by either removing the Application from your Account or by submitting a request to monday.com using your Account. **Please note that cancellations and refunds are subject to the Marketplace Terms of Service.**

Accordingly, you may still incur charges even after terminating these Terms, as per the Marketplace Terms of Service.

Termination by Us: We reserve the right to temporarily or permanently limit or block your access to the Application and the Services if we determine that you breached these Terms. We may also, at any time, discontinue or terminate the operation of the Application and the Services, their features, or any part thereof, temporarily or permanently, for all users or certain users, without any liability to you.

Termination of monday.com Integration: You acknowledge that the Services can only be provided by us for as long as the integration to monday.com continues. If our integration to monday.com is revoked or ceases and/or our corresponding agreement with monday.com expires or terminates, these Terms shall immediately terminate.

Termination of Google Integration: You acknowledge that the Services depend on integration with your Google Account and Gmail and can only be provided by us for as long as the integration to your Google Account continues and remains valid, active, and permits the Application to access and interact with Gmail as configured by you. If any such integration is terminated, restricted, revoked, becomes invalid or non-functional, or materially altered, whether by you, by your organization (if applicable), or by Google LLC (including due to changes in their APIs, policies, access rights, or permissions models), we may be required to suspend or terminate the affected functionality, or these Terms, immediately, without liability to you.

Renewals: Each Plan is for the duration specified in that Plan's details. Unless you terminate these Terms (as outlined above) in advance, before the end of the then-current term of the Plan, the Plan will be automatically renewed.

Effects of Termination: Upon termination, you must discontinue any and all use of the Application. Following termination, you will not be able to access the Services.

Use of the Services and Restrictions

While using the Application, you agree to refrain from:

- Breaching these Terms, the monday.com Terms, Google Terms and any requirement applicable to you under the Google Terms, including those governing your Google Account and use of Gmail (including, without limitation, Gmail Policies restriction), or any other applicable rules and instructions that we may convey with respect to the use of the Services and/or the Application;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation, including any law or regulation applicable to data protection, privacy, or regulated data categories such as PHI (as defined below);
- Interfering with, burdening, or disrupting the functionality of the Application or Services;
- Breaching the security of the Application, Services, monday.com systems, or the integration with Gmail, Google APIs, or any Google Services, or identifying or attempting to identify any security vulnerabilities in them;
- Circumventing or manipulating the operation or functionality of the Application, Services, monday.com system, or the integration with Gmail, any Google API functionality used by

the Application, any Google Services, or attempting to enable features or functionalities that are otherwise disabled, inaccessible, or undocumented in the Application;

- Using or launching any automated system, including, without limitation, robots, crawlers, and similar applications to collect or compile content from the Application or the Services;
- Using the Application and/or the Services to interfere with or disrupt the integrity or performance of the Services, the Application, monday.com, or the integration with Gmail, Google APIs, or Google services.
- Reverse engineering, decompiling, disassembling, or attempting to discover the source code of the Application and/or the Services or any part of monday.com's systems and/or services and/or any Google API-related functionality.
- Impersonating any person or entity or making any false statement pertaining to your identity, employment, agency, or affiliation with any person or entity;
- Attempting to probe, scan, or test the vulnerability of any system or network related to the Application, Services, monday.com systems, or integration with Gmail, any Google API functionality, or Google services, or breaching any security or authentication measures;
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by us, by monday.com or any of our providers and/or monday.com's providers, by Google LLC, and by any other third party (including another user) to protect the Services;
- You may not access or use the Application and the Services to develop or create a similar or competitive application or service.
- Engaging in activities that infringe, misappropriate, or violate third-party intellectual property rights, including, without limitations, patents, copyrights, trademarks, trade secrets, moral rights, or other intellectual property rights, or rights of publicity or privacy, including, without limitation, by syncing any content through the Application for which you do not have the full rights, licenses, or permissions;
- Engaging in activities that: (i) are fraudulent, false, misleading, or deceptive; (ii) are defamatory, obscene, pornographic, vulgar, or offensive; (iii) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (iv) violent or threatening, or that promote violence or actions threatening to any entity or person; (v) promote illegal or harmful activities, substances, products or materials;
- Misusing the integration with Gmail, breaching Google Terms in connection with your use of the Services, or using the Google APIs in a manner inconsistent with the Google API Terms.
- Using or accessing the Services and/or the Application and/or monday.com services and/or the integration with Gmail and/or any Google API functionality, for any unlawful purpose, for any purpose not expressly authorized hereunder, or in any manner inconsistent with these Terms and/or monday.com Terms and/or Google Terms.
- With respect to any content from Gmail or any Google API ("**Google API Content**"), you agree, and you shall ensure that all end users and any third parties acting on your behalf also agree, that you will not: (i) Scrape, build databases, or otherwise create permanent copies of Google API Content, or retain cached copies longer than permitted by Google's cache headers; (ii) Copy, translate, modify, create derivative works of, sell, lease, lend, convey, distribute, publicly display, or sublicense Google API Content to any third party, except as expressly permitted by applicable law or by the content owner; (iii) Misrepresent the source or ownership of Google API Content; or (iv) Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices, or falsify or delete any author attributions, legal notices, or labels of origin or source from Google API Content.

Without derogation from any of the foregoing, please note you are prohibited from uploading, transferring, or processing any Protected Health Information (“PHI”) subject to the Health Insurance Portability and Accountability Act, as amended (“HIPAA”) through the Application and the Services, unless you first obtained the Company’s prior written consent.

User Content

The Application integrates with your monday.com Account and with your Google Account, and your content will be accessible through and by the Application, including the content on your monday.com Account, all monday.com boards accessible in your Account, and your Gmail Conversations that you configure for use through the Services, together with any other accessible content from your monday.com Account or your Google Account (the “**User Content**”).

You represent and warrant that you are solely responsible for all User Content. You assume all risks associated with the User Content, including, but not limited to, anyone’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in the User Content. We assume no liability for any loss or damage to the User Content.

By using the Services, you grant us a non-exclusive, royalty-free, worldwide license to access, use, process, and transmit your User Content solely for the purpose of providing the Services, including retrieving, displaying, and transmitting your Gmail Conversations (and their associated Email Threads and Email Messages) within your Boards, and send Email Messages from your Google Account directly via monday.com.

You represent and warrant that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions to grant the rights and licenses under these Terms, and that such content does not infringe or violate any third-party intellectual property or privacy rights.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL, WE, OUR AFFILIATES, OR OUR SUBCONTRACTORS BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY USER CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS THEREIN, FOR ANY INFRINGEMENT OF THIRD-PARTY RIGHTS, OR LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE COLLECTION, ACCESS, OR USE OF THE USER CONTENT BY US.

The Application does not provide any data backup or archiving services. You acknowledge that the Services and/or Application are not intended to, and will not, operate as an archive or file-storage product for any data, material, and/or information (including, without limitation, the User Content). You are responsible for maintaining backups of the User Content and ensuring adequate protection and backup of data and/or equipment you use in connection with the Services, including, but not limited to, the User Content.

Privacy

Your Privacy: We respect your privacy. Our Privacy Policy, incorporated into these Terms by reference, explains the privacy practices of the Application and the Services and constitutes an integral part of these Terms.

Intellectual Property

- **Our Intellectual Property:** All rights, title, and interest in and to the Application and the Services, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets, and other intellectual property rights, and any goodwill associated therewith, but excluding any User Content and/or our licensors' exclusive property. Any rights, titles, and interests associated with monday.com or Google LLC, including, without limitation, Google APIs, Gmail, and any Google-provided content or intellectual property, are and shall remain the exclusive property of monday.com and/or Google LLC, as applicable. Nothing in these Terms shall be construed as granting you or us any right, title, or interest in or to any monday.com intellectual property and/or Google intellectual property.
- **Restrictions:** You may not copy, reverse engineer, modify, or create derivative works of the Application's intellectual property in any way or by any means. You may not use any name, mark, logo, or domain name confusingly similar to our marks, logos, and internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill. **These restrictions also apply to any intellectual property associated with monday.com.**

Changes in the Application; Discontinuation

We may, but are not obligated to, maintain the Application with periodic updates or upgrades. We will determine the frequency and scope of such updates, and you will have no plea, claim, or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors, and assignees, for any of these updates or the lack thereof.

We reserve the right to remove, modify, and/or add any tool, functionality, and/or feature of the Application and/or Services (collectively, "**Features**") at any time, without any notice to you, and for any reason whatsoever, without any liability to you. Some Features, may in any event, be limited, suspended or restricted by geography, volume, duration, or any other criteria determined by us. Moreover, if we determine that you are in breach of any provision of these Terms, we reserve the right to block you from certain Features. A new or modified Feature may be accompanied by separate or additional terms, in which case such terms will apply instead of, or in addition to, these Terms (as set forth in such terms).

We may, at any time, without prior notice, suspend the operation of the Application and/or the Services or portion of them, temporarily or permanently, without any liability to you.

Support, Availability, and Quality

The availability, quality, and functionality of the Application and the Services depend on various factors, including software, hardware, and communication networks, provided by third parties at their own responsibility and/or any other factors beyond our control. These factors are not fault-free. We may need to interrupt the Services and/or the Applications, from time to time, for maintenance and other operational reasons.

WE DO NOT WARRANT THAT THE APPLICATION AND THE SERVICES WILL OPERATE WITHOUT DISRUPTION, ERRORS, OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE OR AVAILABLE AT ALL TIMES, OR IMMUNE FROM ERRORS,

GLITCHES, OR UNAUTHORIZED ACCESS. You will not receive any compensation or refund for such interruptions.

During your use of the Application and the Services, we will, either directly or with the assistance of third parties, provide you with technical support for technical questions, problems, and inquiries regarding the Application and the Services during our business days and hours. We make no warranties for any specific response.

We do not guarantee the continued availability of Gmail API access or that the Gmail integration will remain available. If Google LLC modifies or discontinues its API or other services, we reserve the right to remove, restrict, or modify the relevant functionality without liability.

Changes to the Terms

We reserve the right to amend these Terms at our discretion from time to time. In such a case, we will notify you of and publish the amended Terms in all official locations where the Terms appear: (i) the listing page of the Application in the monday.com Marketplace; (ii) our official website currently available at: <https://www.pioneera.io/>; and (iii) the Google authorization screen presented when you connect the Application. Your continued use of the Services and the Application after the effective date of the amended Terms constitutes your consent to the amended Terms. Upon the effective date of the amended Terms, the previous version of these Terms will cease to apply. If you do not accept the amended Terms, you should not use the Application any longer.

Disclaimer of Warranty

THE APPLICATION AND THE SERVICES, AS WELL AS ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY US, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, AND AFFILIATES (THE “OFFICERS”) DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL, OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE APPLICATION AND THE SERVICES WILL OPERATE UNINTERRUPTEDLY, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE APPLICATION AND THE SERVICES WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARE, COMPUTER VIRUSES, OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE APPLICATION AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON THE APPLICATION WILL BE ACCURATE, BENEFICIAL, OR RELIABLE; (5) THE RESULTS OF THE USE OF THE APPLICATION AND THE SERVICES WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

THIS SECTION OF THE DISCLAIMER OF WARRANTY ALSO APPLIES TO MANDAY.COM, ITS AFFILIATES, AND ANY SERVICE PROVIDED BY MONDAY.COM.

WE WILL NOT BE LIABLE FOR ANY INTERRUPTION, ERROR, LIMITATION, RESTRICTION, DEGRADATION, CHANGE, OR ENFORCEMENT ACTION APPLIED BY GOOGLE LLC OR ARISING FROM GMAIL, GOOGLE APIS, OR ANY GOOGLE SERVICE, INCLUDING ANY IMPACT ON THE DISPLAY, RETRIEVAL, OR AVAILABILITY OF YOUR GMAIL CONVERSATIONS (OR THEIR RELATED EMAIL THREADS OR EMAIL MESSAGES), NOR FOR ANY RESULTING IMPACT ON THE FUNCTIONALITY OR AVAILABILITY OF THE APPLICATION OR THE SERVICES.

FOR CLARITY, NOTHING IN THESE TERMS SHALL BE INTERPRETED AS A REPRESENTATION, WARRANTY, OR COMMITMENT BY GOOGLE LLC. THIS DISCLAIMER IS MADE SOLELY BY US AND NOT ON BEHALF OF GOOGLE LLC, WHICH DOES NOT WARRANT, ENDORSE, OR ASSUME ANY RESPONSIBILITY FOR THE APPLICATION OR ITS PERFORMANCE.

Limitation of Liability

ANY AND ALL COMMUNICATIONS AND INTERACTIONS BETWEEN YOU AND THIRD PARTIES (SUCH AS MONDAY.COM OR GOOGLE LLC), INCLUDING, WITHOUT LIMITATION, ANY SUCH COMMUNICATIONS MADE ON OR THROUGH THE APPLICATION AND THE SERVICES (INCLUDING ANY GMAIL CONVERSATIONS, EMAIL THREADS, OR EMAIL MESSAGES DISPLAYED OR SENT VIA THE APPLICATION), AND ALL CONSEQUENCES RESULTING FROM THE ABOVE ARE STRICTLY BETWEEN YOU AND SUCH THIRD PARTIES, AND YOU ASSUME FULL AND EXCLUSIVE RESPONSIBILITY FOR THEM. WE ARE NOT A PARTY TO THOSE COMMUNICATIONS, INTERACTIONS, DEALINGS, ENGAGEMENTS, AND TRANSACTIONS.

THE TOTAL AND AGGREGATED LIABILITY OF THE COMPANY AND ITS EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF FOR ANY AND ALL DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE APPLICATION OR THE SERVICES OR THESE TERMS SHALL BE LIMITED TO THE FEES YOU ACTUALLY PAID (IF ANY) TO THE COMPANY DURING THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE APPLICATION AND THE SERVICES IS YOUR SOLE RESPONSIBILITY. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT WILL WE, INCLUDING OUR OFFICERS, BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) THE USE OF, OR THE INABILITY OF YOU OR THIRD PARTIES TO USE THE APPLICATION, AND THE SERVICES, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (F) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE APPLICATION OR THE SERVICES (G) ANY RELIANCE MADE BY YOU ON THIRD PARTY SOFTWARE OR

HARDWARE AND/OR YOUR RELIANCE UPON THE APPLICATION AND THE SERVICES (H) ANY FAULT OR ERROR MADE BY OUR OFFICERS (I) ANY CANCELLATION OF YOUR PLAN (J) ANY CONTENT UPLOADED OR AVAILABLE TO THE APPLICATION OR THE SERVICES (K) ANY RETENTION, DELETION, DISCLOSURE, OR ANY OTHER USE OR LOSS OF CONTENT AND/OR USER CONTENT ON THE APPLICATION AND THE SERVICES; (L) ANY ACTIONS, RESTRICTIONS, TAKEDOWNS, OR ERRORS IMPOSED BY MONDAY.COM OR BY GOOGLE LLC. IN EACH CASE, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

THE MONDAY.COM TERMS WILL APPLY WITH RESPECT TO MONDAY.COM'S LIMITATION OF LIABILITY.

Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless us and our Officers, at your own expense and immediately after receiving written notice thereof, from and against any damages, loss, costs, and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation, or demand, arising from, or in connection with (i) your use of, or inability to use, the Application and the Services, (ii) your Account, (iii) any User Content including but not limited to any claim brought by a third party alleging that your User Content (including any Gmail Conversations, Email Threads, or Email Messages accessed, displayed, or transmitted through the Application) infringes or misappropriates any third-party rights, (iv) your breach of these Terms and/or the monday.com Terms, and/or the Google Terms and/or any applicable third party terms (v) your breach of any other terms, rules or regulations applicable to the Application and the Services, including, without limitation, the monday.com Terms and/or Google Terms, including, without limitation, your breach of Google API Terms, any misuse of Google APIs by you or by anyone using your Google Account or any action by you that causes us to breach its obligations under the Google API Terms; (vi) your use of the Application and/or the Services in a way that, infringes or misappropriate the intellectual property rights of any third party or violates applicable law.

Links and Commercial Information in the Services

The Application and the Services may contain links to content published on other websites or external sources provided by third parties. By linking to a certain website, we do not endorse or sponsor its content or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites or content or their availability.

Governing Law & Jurisdiction

Regardless of Your place of residence or organization or where you access or use the Application and the Services from, these Terms and your use of the Application and the Services will be exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, that would result in the application of the laws of a jurisdiction other than the State of Israel.

The competent courts located in the Tel-Aviv-Jaffa district will have exclusive and sole jurisdiction over any dispute, claim, or controversy arising from, or in connection with, the Services and their use, and with respect to any matter relating to the validity, applicability, performance, or interpretation of these Terms. You and we, each, hereby expressly consent to personal jurisdiction in Israel and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may also lodge a claim against you: (a) pursuant to the indemnity clause above, in any court adjudicating a third-party claim against us; and (b) for interim, emergency, or injunctive relief in any other court having general jurisdiction over you.

General

These Terms constitute the entire agreement between you and the Company with respect to the subject matter herein and supersede any and all agreements.

No waiver, concession, extension, representation, alteration, addition, or derogation from these Terms or pursuant hereto shall be effective unless effected in writing and expressly.

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms shall remain in full force and effect.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void. We may assign these Terms in their entirety, including all rights, duties, liabilities, and obligations therein, upon notice to you and without obtaining your further specific consent, to any third party. By virtue of such an assignment, the assignee assumes our stead, including all rights, duties, liabilities, and obligations.

Contact Us

You may contact us with any questions that you may have with respect to the Application and the Services at: support@pioneera.io

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