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We reserve the right, at our discretion, to modify these Terms at any time, which will be effective ten (10) days following the posting of the modification to the Site or providing notice to You (by inclusion in newsletter or otherwise), whichever occurs first, and will apply to causes of action arising after the effective date of the change. Please check these Terms periodically for changes. Your continued use of this Site ten (10) days following the posting of changes to these Terms or providing notice to You, whichever occurs first, will mean You accept those changes.

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2. Ability to Accept Terms

You affirm that You are over the age of 18, as the Site is not intended for children under 18. If it comes to Amorphical's attention through reliable means that a registered user is a child under 18 years of age, Amorphical may cancel that user's account and/or access to the Site.

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B. In order to access some of the services of the Site, You may have to create an account. You may never use another person's account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs in Your account, and You must keep Your account password secure. You must notify Amorphical immediately of any breach of security or unauthorized use of Your account. You will be liable for any use made of Your account or password and the losses of Amorphical or others due to such unauthorized use. Amorphical will not be liable for Your losses caused by any unauthorized use of Your account. If you wish to delete your Account you may use tools that we make available through the Services or send an email request to us at:

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D. Amorphical, in its sole discretion, has the right to terminate Your access to the Site immediately, with or without cause.

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnity

You agree to defend, indemnify and hold harmless Amorphical, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Site; (ii) Your violation of these Terms; or (iii) Your violation of any third party right, including without limitation any copyright, property, publicity or privacy right. This defense, hold harmless and indemnification obligation will survive these Terms and Your use of the Site.

10. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Amorphical without restriction or notification to You.

11. Governing Law

These Terms, the Privacy Policy and the relationship between You and Amorphical shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You and Amorphical agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. General

Amorphical reserves the right to discontinue or modify any aspect of the Site at any time. These Terms, together with the Privacy Policy and any other legal notices published by Amorphical on the Site, shall constitute the entire agreement between You and Amorphical concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND AMORPHICAL AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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