

# Sela Privacy Statement & Terms of Use

## Introduction

Sela is committed to protecting your privacy. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information.

## Terms

1. You shall obtain and maintain any consents necessary to perform the required operations under this site or product. In addition, You shall obtain all necessary consents to allow Microsoft to collect, process, and use any personal data transferred by You to Microsoft in connection to the Agreement, the business relationship between You, Us and Microsoft, or marketing and providing services to You.
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3. You shall not disclose, directly or through a third party, the results of any comparative or compatibility testing, benchmarking or evaluation.
4. We will not be responsible, nor any of Our affiliates, for any damage that may be resulted from the implementation of the Agreement, data center malfunctions or due to violation by You or any third party of any applicable law, including the European General Data Protection Regulation (GDPR), the France`s General Security Policy for Health Information Systems (PGSSI-S), if relevant, and the USA privacy laws, including the Digital Millennium Copyright Act.
5. For the GDPR purposes, as therein defined, You state and confirm that Microsoft can act as a “processor” of Your data, and We may act as the “controller” of any such data.
6. You hereby acknowledge that Sela is not making any representations, warranties, or guarantees to You with respect to the Products and that Sela is not an agent or representative of Microsoft.
7. You shall not, directly or indirectly, solicit, hire, engage, accept business from, endeavor to entice away from the Company or otherwise interfere with the relationship of the Company with, any person who is, or was within the one (1) year period preceding the termination of the Agreement, an employee, officer, director, consultant or contractor of the Company.
8. All benefits granted by Us to You are to be used within the limited timeframe declared by Us. Benefits cannot be carried forward. We reserve the right to cancel the benefits at any time, without providing You any prior notice.
9. You will defend, indemnify, and hold harmless Microsoft, Us, Our and their affiliates and licensors, and each of Our and their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning: (a) Your use of the Products (including any activities under Your Microsoft account and use by Your employees and/or personnel); or (b) breach of the Agreement or violation of any applicable law by You. You will reimburse Microsoft and/or Us for reasonable attorneys' fees, as well as Our and/or Microsoft's employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in this section above at Our and/or Microsoft then-current hourly rates.
10. THE PRODUCTS ARE PROVIDED TO YOU BY US AND/OR MICROSOFT “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE, MICROSOFT AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF SERVICE ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PRODUCTS OR ANY THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

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11. WE, MICROSOFT AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE, MICROSOFT NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE PRODUCTS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE PRODUCTS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE PRODUCTS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE PRODUCTS FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE PRODUCTS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, MICROSOFT', OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THE AGREEMENT DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## For further information

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact Sela: [info@Sela.co.il](mailto:info@Sela.co.il)