

LICENSE AGREEMENT FOR ELECTRONIC MATERIALS

IMPORTANT: READ CAREFULLY BEFORE ACCESSING, DOWNLOADING, OR USING THE ELECTRONIC MATERIALS.

This License Agreement ("Agreement") is between the organization or individual receiving the electronic materials ("Licensee") and The International Fellowship of Christians and Jews, Inc. ("Licensor" or "we"), the owner of certain electronic materials provided to Licensee under this Agreement. By clicking "I Agree," accessing, downloading, or using the electronic materials, you acknowledge that you have authority to bind Licensee and Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to these terms, you may not access, download, or use the electronic materials.

1. GRANT OF LICENSE

Licensor hereby grants to Licensee a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the [List all the electronic materials] ("Materials") provided by Licensor, for the sole purpose of advertising and hosting a Licensee's Flags of Fellowship/ Banderas de Fraternidad event commemorating, honoring, and remembering the 1,200 lives lost in Israel on October 7, 2023 (the "Event"), subject to the terms and conditions of this Agreement. Licensee shall make no other use of the Materials.

The Materials are only for Licensee's use and not for commercial use, personal use, or for use by any other entities or organizations.

2. RESTRICTIONS

Licensee may not:

- Modify, adapt, translate, reproduce, alter, or make derivative works the Materials, except as expressly permitted in this Agreement.
- Use the Materials for any unlawful or unauthorized purposes.
- Use the Materials in any manner that is harmful to Licensor or Licensor's reputation.
- Use the Materials for any purpose other than to promote, advertise, and host Licensee's Event.
- Email, transfer, or otherwise share the Materials in any format to another organization or any individual outside of Licensee.

3. INTELLECTUAL PROPERTY

The Materials are protected by copyright, trademark, and other intellectual property laws. Licensor owns all rights, title, and interest in and to the Materials. Licensee acknowledge that it is granted only a limited license to use the Materials, and that no ownership rights are transferred to Licensee. The rights granted to Licensee under this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights

4. NO WARRANTY

The Materials are provided "as is," and Licensor makes no representations or warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensor does not warrant that the Materials will meet Licensee's requirements or be error-free.

5. LIMITATION OF LIABILITY

In no event will Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or use, arising out of or in connection with Licensee's use or inability to use the Materials, even if Licensor has been advised of the possibility of such damages.

6. TERMINATION

This Agreement is effective until terminated. Licensor may terminate this Agreement at any time if Licensee violates any term or condition of this Agreement or upon Licensor's sole discretion. Upon termination, Licensee must immediately cease all use of the Materials and destroy any copies in its possession.

7. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts located in Illinois.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Licensee and Licensor with respect to the Materials and supersedes all prior or contemporaneous agreements, understandings, and communications regarding the Materials.

BY CLICKING "I AGREE" OR ACCESSING, DOWNLOADING, OR USING THE MATERIALS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT AND HAVE AUTHORITY TO BIND YOUR ORGANIZATION/LICENSEE.

If you/Licensee do not agree to the terms, click "I DO NOT AGREE" and do not use the Materials.