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16. **Indemnity.** You agree to defend, indemnify and hold harmless Via Surgical, including our affiliates, and our respective founders, benefactors, sponsors, patrons, supporters, contributors, officers, directors, employees, licensors, assigns and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your violation of the Site Terms; and/or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right.
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18. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Via Surgical without restriction or notification to you.

- 19. Governing Law and Disputes.** The Site Terms and the relationship between you and Via Surgical shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to its choice of law rules. You agree that any legal action arising out of or relating to the Site Terms and/or your use of, or inability to use, the Site shall be filed exclusively in the competent courts of Tel Aviv-Jaffa and you hereby consent and submit to the personal and exclusive jurisdiction and venue of, and waive any jurisdictional, venue, or inconvenient forum objections to, such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
- 20. General.** The Site is currently made available for free, but Via Surgical may in the future charge a fee for certain uses. The Site Terms shall constitute the entire agreement between you and Via Surgical concerning the Site. If any provision of the Site 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 the Site Terms, which shall remain in full force and effect. No waiver of any term of the Site 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 the Site Terms shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE 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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