



MINISTERIO DEL INTERIOR  
Y SEGURIDAD PÚBLICA

- 6 MAR 2019

OFICINA DE PARTES  
TOTALMENTE TRAMITADO

Departamento de Administración

Autoriza trato directo con empresa Monday.com, por la contratación de un software de gestión de proyectos, para la División Gobierno Interior, de la Subsecretaría del Interior.

## RESOLUCIÓN EXENTA N° 950

SANTIAGO, 5 DE FEBRERO DE 2019

**VISTOS:** Los antecedentes adjuntos; lo dispuesto en los Artículos 9 y 24 de la Ley N°18.575, Orgánica Constitucional de Bases Generales de Administración del Estado; en la Ley N°20.502, que crea el Ministerio del Interior y Seguridad Pública, especialmente en su artículo 7°; en la Ley N°21.125, Ley de Presupuestos para el sector público para el año 2019; en la Ley N°19.886, de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios y su Reglamento contenido en el Decreto Supremo N°250 de 2004, del Ministerio de Hacienda; y la Resolución N°1600, de 2008 de la Contraloría General de la Republica; y

### CONSIDERANDO

a) Que con el objeto de contar con una plataforma que permita revisar el estado de avance de los compromisos presidenciales adoptados por S.E. el Presidente de la República, en los Planes Regionales de Gobierno, manteniendo respaldo de los estados de avance y permita tener una relación fluida de información entre los distintos ejecutantes, se requiere la contratación del software Monday.com PRO, dado que este software permite la exposición e inyección de datos por medio de interfaz de aplicación de operaciones, según se constata en evaluación técnica elaborada por el área de Desarrollo de Software de fecha 14 de enero 2019, de la División Informática, el cual se adjunta.

b) Que los servicios antes descritos no se encuentran dentro del catálogo de bienes y servicios ofrecidos en el Sistema de Información [www.mercadopublico.cl](http://www.mercadopublico.cl), en la modalidad de Convenios Marcos vigentes.

c) Que el servicio antes señalado, fue solicitado en virtud de memorándum N° 1256, del año 2018, y complementado mediante memorándum N° 71, del año 2019, ambos de la Jefa de la División de Gobierno Interior (S), de la Subsecretaría del Interior, indicando que se requiere la contratación con la empresa MONDAY.COM, ubicada en Estados Unidos e Israel.

d) Que es del caso señalar, que la empresa **MONDAY.COM**, presta sus servicios desde dos ubicaciones del mundo, Estados Unidos e Israel.

e) Que el artículo 8° letra e) de la Ley N° 19.886, de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios y el artículo 10 N°5 del D.S. N° 250, de 2004, autorizan a recurrir al trato o contratación directa, entre otros casos, si se tratara de convenios de prestación de servicios a celebrar con personas jurídicas extranjeras que deban ejecutarse fuera del territorio nacional.

f) Que el proveedor y los servicios indicados en los párrafos precedentes, cumplen con lo indicado en las normas legales y reglamentarias antes citadas, puesto que se trata de una persona jurídica cuyos domicilios se encuentran situados en 26 West 17th Street, New York, NY, 10011 Estados Unidos y en 52 Menachem Begin Road, Tel Aviv 6713701 Israel.

g) Que conforme con lo dispuesto en el N° 6 del artículo 62 del D.S. N° 250, de 2004, del Ministerio de Hacienda, las Entidades podrán efectuar

1771726

los Procesos de Compras fuera del Sistema de Información, cuando se trate de la contratación de un bien o servicio efectuada a un proveedor extranjero en que por razones de idioma, de sistema jurídico, de sistema económico o culturales, u otra de similar naturaleza, sea indispensable efectuar el procedimiento de contratación por fuera de dicho sistema.

h) Que las características del proveedor extranjero, que carece de Rol Único Tributario nacional y que tampoco puede aceptar la orden de compra que se envíe a través del Sistema de Información, habida consideración que no existe un canal formal de comunicación con la empresa, ya que la contratación del programa de que se trata, se efectúa de manera automática y online, hacen indispensable que la presente contratación se efectúe sin acudir al portal de Compras y Contratación Pública, de acuerdo a lo dispuesto en el artículo 62 N°6 del D.S. N° 250, de 2004, del Ministerio de Hacienda.

i) Que, de acuerdo a lo establecido en la Ley N° 19.886 de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios, el trato directo utilizado requiere que sea autorizado mediante la expedición del correspondiente acto administrativo que lo autorice, por lo que en consecuencia,

## RESUELVO,

**ARTÍCULO PRIMERO: AUTORÍZASE**, por el motivo expresado en las consideraciones precedentes, el trato directo por fuera del sistema de información, con la proveedora **MONDAY.COM**, Organization number 51-474488-7, domiciliada en 26 West 17th Street, New York, NY, 10011 Estados Unidos y en 52 Menachem Begin Road, Tel Aviv 6713701 Israel, la contratación anual del software Monday,com PRO para 15 usuarios, de conformidad a las condiciones y especificaciones contenidas en la cotización del servicio, la que forma parte integrante de la presente Resolución para todos los efectos legales.

**ARTÍCULO SEGUNDO:** El gasto que irroga para el Servicio Gobierno Interior la contratación que se autoriza, de acuerdo al presupuesto remitido, asciende a la suma de **US 2.148 (dos mil ciento cuarenta y ocho dólares)**, incluidos todos los impuestos que pudieren corresponder.

El financiamiento de la cantidad antes señalada, se financiará con cargo al ítem 05.02.01.29.07.001 "**Programas Computacionales**", del Presupuesto vigente del Servicio Gobierno Interior.

ANÓTESE Y REFRÉNDESE



JUAN PABLO TORRES GUZMÁN  
SUBSECRETARIO DEL INTERIOR (S)



GGY/JUC/GGS/KDM/GPG/QCS/JHS  
DISTRIBUCIÓN:

- División Jurídica
- División de Administración y Finanzas
- Departamento de Administración
- División Gobierno Interior
- Partes
- Archivo



SUBSECRETARIA DEL INTERIOR  
DIVISION DE ADMINISTRACION Y FINANZAS  
DEPARTAMENTO DE FINANZAS

**SERVICIO "GOBIERNO INTERIOR" (05-02-01)  
CERTIFICADO DE IMPUTACIÓN Y DISPONIBILIDADES PRESUPUESTARIAS**

**CERTIFICADO N° 1**

**FECHA** 12 de febrero de 2019

El Jefe del Departamento de Finanzas, certifica que se cuenta con disponibilidad presupuestaria en el rubro de gasto que se indica, con la cual se podrá financiar el compromiso que se tramita en el siguiente documento.

IDENTIFICACIÓN DEL DOCUMENTO QUE SE REFRENDA	
<b>TIPO</b>	RESOLUCIÓN EXENTA
<b>N°</b>	950
<b>FECHA</b>	05-02-2019

REFRENDACIÓN	
<b>MONTO</b>	\$ 1.419.828
<b>IMPUTACIÓN PRESUPUESTARIA</b>	29-07-001

AUTORIZA TRATO DIRECTO CON EMPRESA MONDAY.COM POR LA CONTRATACION DE UN SOFTWARE DE GESTION DE PROYECTOS PARA LA DIVISION DE GOBIERNO INTERIOR.

**CAROLINA MEJÍAS FUENTES**  
Jefa Departamento de Finanzas

LZ/dmj

División de  
Gobierno  
Interior

Ministerio del Interior y  
Seguridad Pública

**MEMORANDUM N° 71**

**ANT.:** Memorándum N° 1256, del 04 de diciembre de 2018.

Santiago, 15 enero de 2019.

**DE:** ANDREA BALLADARES LETELIER  
JEFA DIVISIÓN DE GOBIERNO INTERIOR(S)

**A:** CAROLINA CORREA SUNKEL  
JEFA DEPARTAMENTO DE ADMINISTRACIÓN

---

Junto con saludar, por medio del presente, adjunto remito a usted antecedentes que complementan la solicitud de requerimiento de Plan de Software Monday.com, enviada en Memo N° 1256 de 2018.

1. Justificación de la compra.
2. Certificado de propiedad del proveedor del servicio.
3. Especificaciones técnicas del software y descripción de las herramientas.
4. Términos del servicio.
5. Evaluación técnica del software elaborada por la División de informática.

Sin otro particular saluda atentamente a usted,



*Andrea Letelier*  
**ANDREA BALLADARES LETELIER**  
**JEFA DIVISIÓN (S)**  
**DIVISIÓN DE GOBIERNO INTERIOR**

CMR/nfm

Distribución:

Departamento de Administración

División Gobierno Interior

17124893



Departamento de Administración

## MEMORANDUM N° 242



**DE :** Carolina Correa Sunkel  
Jefa Departamento de Administración

**A :** Andrea Balladares Letelier  
Jefa División de Gobierno Interior

**MAT. :** Memorándum N°1.256

**FECHA :** 5 de diciembre de 2018

---

De acuerdo a la petición realizada mediante Memorándum N°1.256 le solicito entregar mayor antecedentes que permitan respaldar la solicitud, ya que al revisar los documentos adjuntos no se verifica los datos del proveedor, ni la finalidad de esta licencia. Según se puede presumir esta contratación correspondería a una contratación directa, por tanto requiere que sea fundamentada de manera más precisa para poder ser evaluada. Adicionalmente a ser compra de software debe ser validada la petición por la Red de Conectividad del Estado.

Sin otro particular saluda atentamente a Ud.



**CAROLINA CORREA SUNKEL**  
JEFA DEPARTAMENTO DE ADMINISTRACIÓN

jhs

DISTRIBUCION:

- Depto. de Administración

División de  
Gobierno  
Interior

MEMORÁNDUM N° 1256

ANT.: Sin Antecedentes

MAT.: Solicitud

Santiago, 04 de diciembre de 2018.

**DE: ANDREA BALLADARES LETELIER**  
**JEFA DIVISIÓN DE GOBIERNO INTERIOR(S)**

**A: CAROLINA CORREA SUNKEL**  
**JEFA DEPARTAMENTO DE ADMINISTRACION**

---

Junto con saludar, por medio del presente solicito a usted los siguientes requerimientos

- Plan de Software Monday.com

Sin otro particular saluda atentamente a usted.



IAA/CMR/nfm

Distribución:

División de Administración y Finanzas

División Gobierno Interior

  
**ANDREA BALLADARES LETELIER**  
**JEFA DIVISIÓN (S)**  
**DIVISIÓN DE GOBIERNO INTERIOR**



16974392

---

### **Justificación para ejecución de compra Software Monday.com**

---

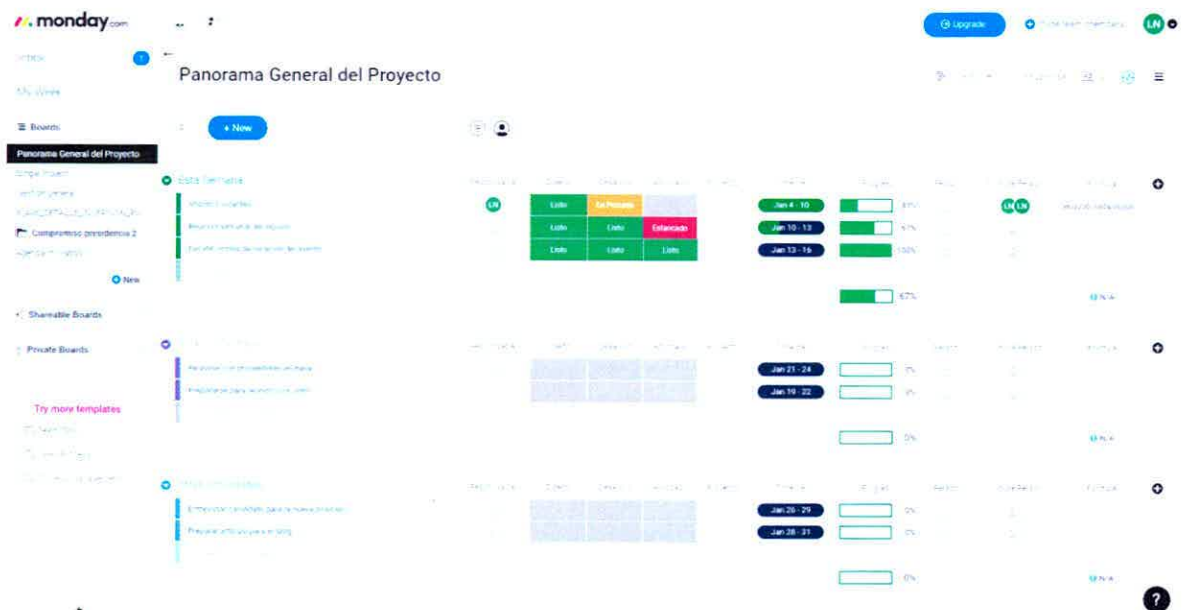
La compra del software Monday.com PRO permitirá contar con una plataforma en la cual se encontrará el estado de avance de los compromisos presidenciales adoptados por el Presidente en los Planes Regionales de Gobierno, así como también la información de respaldo de dicho estado y permitirá tener una relación fluida de información entre los distintos entes ejecutantes. Este software será utilizado por la División de Gobierno Interior y por la División de Coordinación Interministerial del Ministerio Secretaría General de la Presidencia en el marco de un trabajo coordinado, liderado por la División de Gobierno Interior en cuanto a su rol de asesorar a Intendentes y Gobernadores en materias relativas a la gestión y administración territorial.

## Revisión Monday

Monday es un software de gestión en la Nube de proyectos muy amigable y fácil de usar, con una API que permitiría hacer inyecciones de datos de otras fuentes para potenciar la calidad y cantidad de información accesible.

En el presente documento se mostrará el uso de la plataforma Monday para abordar las problemáticas de la División de Gobierno Interior (DGI) en conjunto con SEGPRES, ofreciendo una potencial ruta de implementación.

## Uso como seguimiento de Proyectos



Monday permite el seguimiento de proyectos en varias aristas. Algunos elementos que podrían ser útiles incluyen:

- Estado del proyecto
- Fecha o timeline
- Tags
- % Progreso
- Persona asignada o a cargo.
- Última fecha de actualización de la columna



Evaluación Técnica Software Comercial Monday -  
División Informática/Área de Desarrollo de Software - 2019/01/14

Además permite integración con Excel. Esto entregaría la opción de, por ejemplo, importar la lista completa de proyectos de alguna fuente de información como, por ejemplo, ChileIndica, lo cual se muestra a continuación:



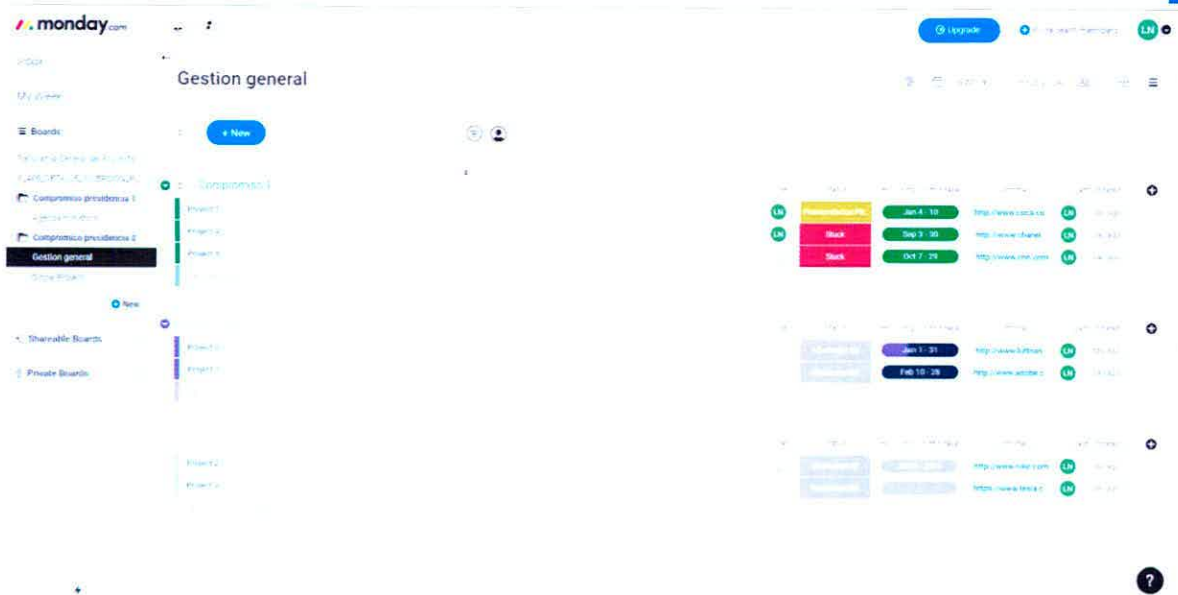
También cuenta con una API REST JSON a partir de la cual podemos ingresar o extraer datos de Monday.

La carga de archivos de Excel no permite filtrar datos antes del ingreso a la tabla, por lo que el Excel debe traer datos ya filtrados (sobre, por ejemplo, mínimo de gasto) o debe ser filtrado por el Webservice/Crontab que se encargará de realizar una carga periódica.

Se agrega, además que los tags permiten juntar información de varias tablas en base a los tags que tenga la tarea/pulso, permitiendo esto consolidar la información relacionada a una región o tipo de iniciativa.

**Uso como seguidor de compromisos**

Una vez cargados los proyectos, es posible agrupar los proyectos por compromiso, usando grupos, tags o carpetas. Los tags en particular son “buscables”



A nivel de servicios podría ser posible cargar nueva data de ChileIndica, o algún otro repositorio de información de proyectos que se estime conveniente, y extraer los datos actuales de Monday para hacer el match e ingresar los elementos como actualizaciones o nuevos pulsos.

Se señala que no parece ser posible hacer grupos de grupos.

Monday, además, provee de una app para Smartphone. Esto permitiría, por ejemplo, poder realizar actualizaciones de eventos o proyectos en terreno.

## Uso como Agenda

En un board aparte se podrían guardar los datos de las fechas de los distintos eventos a los que se quiera hacer seguimiento. Este board recibiría datos de, potencialmente, cuatro fuentes en particular:

- El Crontab para tomar datos de fuentes de proyectos (si aplica)
- SIGEPRO, por medio de un servicio que entregue el estado y fechas de las reuniones de SIGEPRO a Monday.
- Eventos creados por usuarios del sistema
- Eventos gatillados por medio de la API

SIGEPRO debería volcar sus eventos continuamente sobre Monday, sea con un crontab, un listener u otro.

Por otra parte pueden existir flujos externos a Monday que terminen creando o modificando un evento en éste, por ejemplo, el flujo de confirmar la asistencia a un evento por parte de un ministro. En particular, para esta clase de suceso, se podrían enviar un correo electrónico un link a un webservice que genere la llamada particular a la API. Ya que el invitado no podría quedar guardado como responsable, podría ser ingresado como subscriber o en una celda de texto libre.

## Intermediador

Para potenciar Monday se podría utilizar un intermediador que se encargue de manejar las llamadas desde y hacia la API. Las funciones que podría ejecutar son:

- Cargar desde ChileIndica, haciendo un cruce con los datos de Monday e insertando, actualizando y transformando la data al formato necesario.
- Permitir a las secretarías cargar los viajes del Ministro: Por medio de una interfaz minimal, permitir ingresar el periodo de estadía y la región/localidad.
- Entregar cartera de eventos: Al realizar la carga anterior, filtrar los eventos que contengan ciertos tags y devolver una tabla de eventos con sus fechas.
- Confirmar evento: Al enviar un correo se podría adjuntar un link para confirmar la asistencia al evento.
- Encontrar oportunidades: Dependiendo de la elección de tags o variables, se podría extraer desde Monday oportunidades de asistencia a evento y a partir de estos enviar los correos.

## Invitados y Licencias

Se eleva la advertencia de que sólo a partir de la suscripción “Pro” es posible tener invitados ilimitados. Tener invitados ilimitados podría ayudar a facilitar la visualización de los eventos o proyectos, permitiendo invitar a, por ejemplo, las secretarías, a revisar los eventos de la región.

## Revisión de API

Las funcionalidades se encuentran descritas en <https://developers.monday.com/>. Las funciones que contiene son:

Usuarios:

- Obtener lista, retornar específico, retornar posts asociados, retornar noticias de usuario, retornar posts no leídos.

Updates:

- Obtener lista completa, crear nuevo update, retornar post, borrar post, like, unlike

Pulses (Proyectos o tareas, dependiendo de negocio):

- Obtener lista, retornar proyecto, actualizar proyecto, borrar proyecto, retornar subscriptores de proyecto, agregar subscriptor a proyecto, borrar subscriptor de proyecto, obtener lista de notas de proyecto, crear/actualizar/borrar notas de proyecto

• Evaluación Técnica Software Comercial Monday -  
División Informática/Área de Desarrollo de Software - 2019/01/14

- Obtener lista de actualizaciones de proyectos

Board:

- Obtener lista de Boards y Crear Board
- Retornar/archivar (borrar) board
- Obtener/Actualizar/Crear/Archivar (borrar) grupos de board. Mover grupo a otro board
- Obtener/Actualizar/Crear/Archivar Columnas
- Retornar/Crear/Duplicar/Mover Pulses de un board
- Obtener/Agregar/Borrar Subscriptores a un board

Tags

- Retornar Tag

monday.com API v1 docs

This is the documentation for monday.com's REST JSON API. The API is capable of handling CORS (Cross-Origin Resource Sharing) requests and uses an API Token to authenticate its requests.

NOTE: Using the tools on this page will operate on your production data.

Start Here:

[Where is my API Token? ?](#)

USERS

GET	/v1/users.json	Get all users
GET	/v1/users/{id}.json	Return a specific user
GET	/v1/users/{id}/posts.json	Return a specific user's posts
GET	/v1/users/{id}/newfeed.json	Return the newfeed of a specific user
GET	/v1/users/{id}/unread_feed.json	Return a user's unread posts

UPDATES

GET	/v1/updates.json	Get all the account's updates (sorted by descending creation date)
POST	/v1/updates.json	Create a new update
GET	/v1/updates/{id}.json	Return a specific post
DELETE	/v1/updates/{id}.json	Delete an update
POST	/v1/updates/{id}/like.json	Like an update
POST	/v1/updates/{id}/unlike.json	Unlike an update

PULSES

GET	/v1/pulses.json	Get all the account's pulses
-----	-----------------	------------------------------

Evaluación Técnica Software Comercial Monday -  
División Informática/Área de Desarrollo de Software - 2019/01/14

## Conclusiones

De acuerdo a la revisión realizada por el equipo de desarrollo de software de la División de Informática del Ministerio del Interior, el aplicativo comercial permite la exposición e inyección de datos por medio de las API que expone, por lo tanto sería compatible con el desarrollo planeado para permitir la interoperabilidad entre los requerimientos de División de Gobierno Interior y las unidades proveedores de información.



### Minuta de Trámite

Fecha Envío : 22/01/2019  
Organización Emisor : Ministerio del Interior y Seguridad Pública/Subsecretaría del Interior/División Gobierno Interior  
Receptor :  
Organización Receptor : DEPARTAMENTO DE ADMINISTRACIÓN|SUBSECRETARIA DEL INTERIOR

Adjunto se remite a Ud. los siguientes documentos:

- 1 17124893 MEMO 71 15/01/2019  
/Ministerio del Interior y Seguridad Pública/Subsecretaría del Interior/División Gobierno Interior  
/MINISTERIO DEL INTERIOR Y SEGURIDAD PÚBLICA/SUBSECRETARÍA DEL INTERIOR/DIVISIÓN  
ANDREA BALLADARES LETELIER  
REMITE MEMO 1256 QUE COMPLEMENTA REQUERIMIENTO DE PLAN DE SOFTWARE MONDAY.COM
  
- 2 16974392 MEMO 1256 04/12/2018  
/Ministerio del Interior y Seguridad Pública/Subsecretaría del Interior/División Gobierno Interior  
/MINISTERIO DEL INTERIOR Y SEGURIDAD PÚBLICA/SUBSECRETARÍA DEL INTERIOR/DIVISIÓN  
ANDREA BALLADARES LETELIER  
SOLICITA ADQUISICION DE PLAN SOFTWARE MONDAY.COM
  
- 3 16979681 MEMORANDUM 242 05/12/2018  
/Ministerio del Interior y Seguridad Pública/Subsecretaría del Interior/División Administración y Finanzas/Departamento de  
/MINISTERIO DEL INTERIOR Y SEGURIDAD PÚBLICA/SUBSECRETARÍA DEL INTERIOR/DIVISIÓN GOBIERNO  
  
RESPUESTA DEL MEMORANDUM N° 1256

Observaciones emisor:

Compras

## Jennifer Henriquez Sariego

---

**De:** Sebastian Ramirez <sebastian@takum.co>  
**Enviado el:** miércoles, 30 de enero de 2019 16:36  
**Para:** Jennifer Henriquez Sariego; Juan Pablo Arias Ruedi  
**Asunto:** Monday.com (Herramienta para la gestion de proyectos).  
**Datos adjuntos:** Proposal\_monday (17).pdf

-----  
-----  
ADVERTENCIA: El remitente de este correo, es externo al Ministerio del Interior y Seguridad Publica. Si no tiene certeza de su origen, por seguridad, NO abra archivos adjuntos y NO haga click en enlaces (puede verificar el destino de un enlace, pasando el cursor sobre éste). Ante sospechas, reporte a [soc-csirt@interior.gob.cl](mailto:soc-csirt@interior.gob.cl)  
-----  
-----

Hola Jennifer, un gusto saludarte.

Mi nombre es Sebastián Ramírez ejecutivo comercial de Takúm Soluciones (Partner de monday en latinoamérica).

De acuerdo a lo solicitado por correo, adjunto propuesta actualizada Plan Pro 15 usuarios.

Además, envío información de Monday.com proveedor de software.

**Nombre:** Monday.com

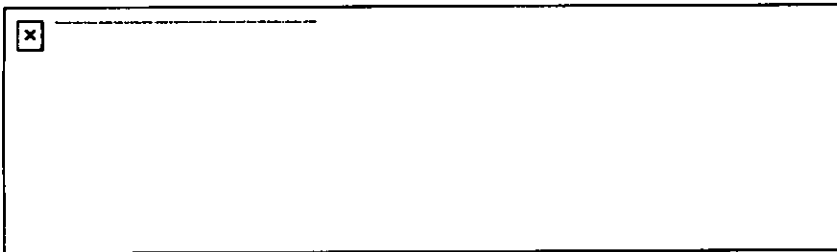
**Dirección:** 26 West 17th Street, New York, NY, 10011 United States.

- 52 Menachem Begin Road, Tel Aviv 6713701 Israel.

La forma de pago es por medio de tarjeta de crédito desde la cuenta creada por Juan Pablo Arias.

Quedo atento a tus comentarios.

Gracias.

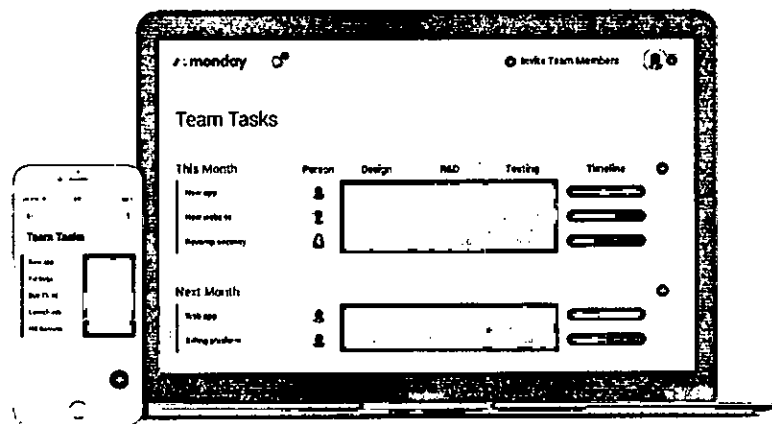


El contenido de este mensaje y de los archivos adjuntos están dirigidos exclusivamente a sus destinatarios y puede contener información privilegiada o confidencial. Si usted no es el destinatario real, por favor informe de ello al remitente y elimine el mensaje de inmediato, de tal manera que no pueda acceder a él de nuevo. Está prohibida su retención,

# Plan Proposal

## Why Choose us

- **Manage projects and tasks visually:** easy to use and follow across the organization
- **Centralize communication:** all communication and work in one place across different locations
- **Create Transparency:** get the organization aligned and celebrate all the achievements
- **Get support 24/7:** super quick and proactive support
- **Project overview:** visual dashboard with project statuses and timelines
- **Tactical task management:** stay on top of each assigned task across all teams



UBER



adidas



wework



Offered plan: **monday.com PRO / 15 users**

- Access to all types of boards (including Private & Sharable)
- Formula column
- Time Tracking
- Unlimited Guest Users
- Unlimited Storage
- Custom Tags

**Yearly plan total price (includes 18% discount) . . . . . \$ 2.148**

**Total to be Paid \$2.148**

---

**Payment info:** monday.com standard payment terms are prepaid in advance of account activation. Payment can be completed via credit card or wire transfer.

Use of services shall be governed in all cases by monday.com's online Terms of Use which can be viewed at [monday.com/tou](http://monday.com/tou)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:01 PM 02/13/2018  
FILED 04:01 PM 02/13/2018  
SR 20180961891 - File Number 6009289

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
DAPULSE LABS INC.**

Dapulse Labs Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DGCL"), does hereby certify:

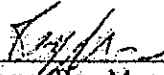
FIRST: That the board of directors of the Corporation duly adopted resolutions declaring advisable the amendment of the Certificate of Incorporation of the Corporation. The resolutions setting forth the proposed amendment are as follows:

RESOLVED, that Article FIRST of the Corporation's Certificate of Incorporation be amended to read in its entirety as follows:

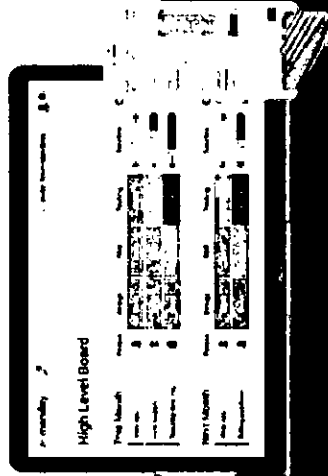
FIRST: The name of the Corporation is monday.com Inc.

SECOND: That the foregoing amendment was duly adopted in accordance with the provisions of § 242 of the DGCL.

IN WITNESS WHEREOF, Dapulse Labs Inc., has caused this certificate to be signed by a duly authorized officer, this 07 day of January, 2018.

  
\_\_\_\_\_  
Name: Roy Man  
Title: President

 **monday.com**



Manage all your core business activities in one place  
Join 40,000+ teams who already get things done with [monday.com](https://monday.com)

## Company Overview

Launched in early 2014

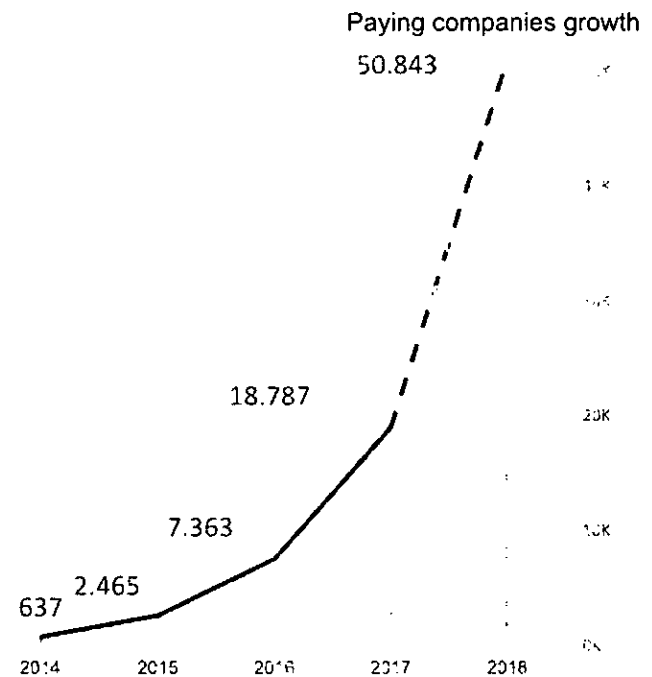
**40,000+** Paying Customers

**\$84.1M** Capital raised

**150+** Employees

Offices in TLV & NYC

### Super Rapid Growth



## Our Customers



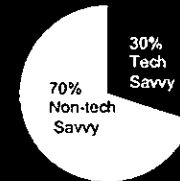
Customers from  
76 different countries



Teams between  
5 – 5,000 people



Customers across 200 different  
business verticals



70% of our customers  
are non-tech savvy

**fiverr**

**Discovery**  
CHANNEL

**Carlsberg**

**WIX.com**



**PHILIPS**

**DHL**

**wework**

FROST  
&  
SULLIVAN

# Why monday.com?

Transform the way teams work together.  
Build a culture of transparency, achieve more and work happier.

## monday.com Benefits:

- Highly customizable for any workflow
- Have clear ownership of all tasks, Track progress and Celebrate success
- Centralize communication in context of tasks, reduce emails, calls and meetings
- Promote transparency in one collaborative space
- Visual, Intuitive, and easy-to-use
- Sync across teams, departments and the entire organization

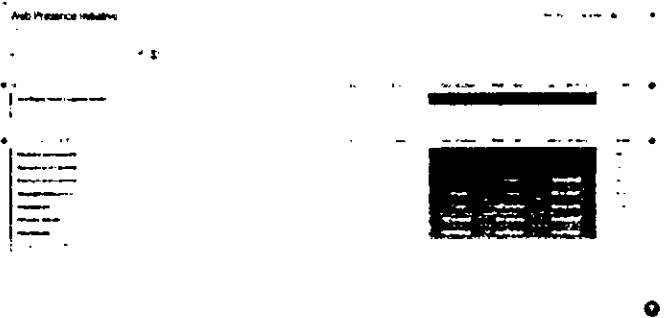
**How Does It Work?**





Build a board that is tailored to your team's workflow and know where everything stands at a glance.  
Perfectly scalable, fully customizable, and supported for thousands of users.

### Project management



### Core processes management



### Team tasks



Create accountability by assigning owners to keep track of who's doing what

The screenshot displays the Monday.com interface for a project board titled "Design Weekly Tasks". The interface includes a top navigation bar with the Monday logo, notification and search icons, and options for "Upgrade" and "Invite Team Members". The board title "Design Weekly Tasks" is prominently displayed, along with a "SP5.14.20" label and a "1" indicator. A search/filter bar is located below the title. On the left, a sidebar lists various tasks under the heading "This Week". The main board area is organized into columns: "Owner", "Status", "Priority", and "Timeline". A dropdown menu is open under the "Owner" column, listing team members: Ayala Naroshevich, Guy Levin, Lianni Gabai, Evgeny Kaznec, and Aron Vajpe, along with an option to "Invite a new team member by email". The "Timeline" column shows a series of task cards with dates and status indicators.

Owner	Status	Priority	Timeline
[Avatar]	[Icon]	High	Nov 15 - 21
[Avatar]	[Icon]	High	Nov 23 - 28
[Avatar]	[Icon]	High	Nov 18 - 26
[Avatar]	[Icon]	High	Nov 20 - 23
[Avatar]	[Icon]	High	Nov 22 - 25
[Avatar]	[Icon]	High	Nov 24 - 26
[Avatar]	[Icon]	High	Nov 18 - 30
[Avatar]	[Icon]	High	Nov 22 - Dec 2
[Avatar]	[Icon]	High	Nov 20 - 27
[Avatar]	[Icon]	High	Nov 19 - 29
[Avatar]	[Icon]	High	Nov 18 - 28
[Avatar]	[Icon]	High	Nov 22 - 25

Promote transparency and easily update the status of any task

### Design Weekly Tasks

🔍 Search Board 🗑️ / + ☰

1 Search / Filter Board 🔍

#### 📅 This Week

- Activity log
- SWAG: Box
- SWAG: wrapping paper
- SWAG: BU of gums
- R&D education site
- Hr ppc video campaign
- SWAG: Notebooks
- SWAG: stickers
- SWAG: coasters
- SWAG: temp tattoo
- SWAG: Tahrt
- SWAG: That was easy btn

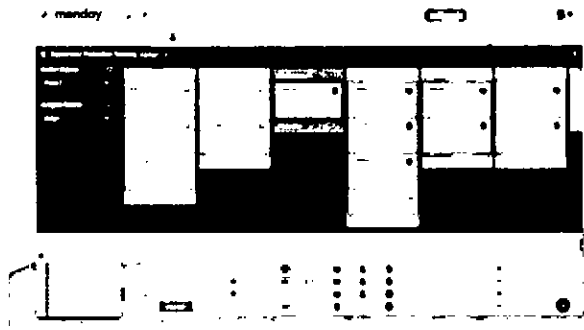
Owner	Status	Priority	Timeline
👤	📌	🔴	📅 Nov 21 - 24
👤	📌	🔴	📅 Nov 23 - 28
👤	📌	🔴	📅 Nov 18 - 26
👤	📌	🔴	📅 Nov 20 - 23
👤	📌	🔴	📅 Nov 22 - 25
👤	📌	🔴	📅 Nov 18 - 26
👤	📌	🔴	📅 Nov 18 - 30
👤	📌	🔴	📅 Nov 22 - Dec 2
👤	📌	🔴	📅 Nov 20 - 27
👤	📌	🔴	📅 Nov 19 - 29
👤	📌	🔴	📅 Nov 18 - 28
👤	📌	🔴	📅 Nov 22 - 25

➕ Add/del Labels

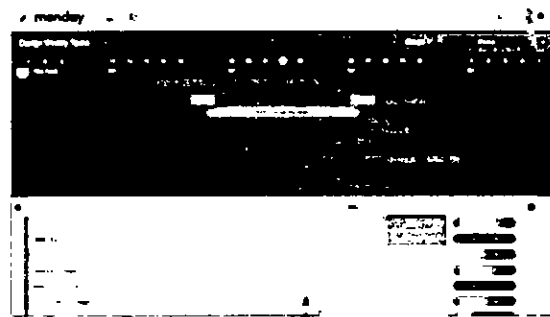


Plan, report and manage your projects visually on multiple boards views

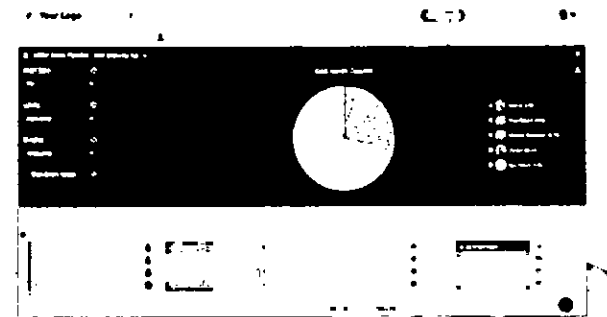
Kanban



Timeline – dynamic Gantt chart



Charts & Graphs



[More Views \(link\)](#)



Never miss a deadline with my week – the personal assistant for you and your team

The screenshot displays the Monday.com 'my week' interface. At the top, the Monday.com logo is on the left, and user information 'Me | Everyone' is on the right. A central notification reads 'Hi Guy, You have 3 assignments this week' with a coffee cup icon. The main content is a task list organized into four sections: 'Past', 'Today / 0', 'Upcoming', and 'Done'. Each task entry includes a title, a sub-title, a date, and a team icon. A sidebar on the left lists various project boards such as 'Boards for everyone', 'Demo Task Force', 'Video production team', 'Customer Success', 'Sales team', 'Security team', 'HR', 'Finance department', 'R&D', 'Marketing team', 'Partnerships', 'Design', 'Social media schedule - July', 'Lefkay', 'New Regions Training', 'Manufacturing', 'Office Management', 'Mobile App', 'Events', and 'Warehouse & Logistics'. A search bar is located at the top of the sidebar. A question mark icon is visible in the bottom right corner of the task list area.

**Monday.com** Me | Everyone

Hi Guy, You have 3 assignments this week

- Past**
  - Customer 6
    - Customer 6
- Today / 0**
- Upcoming**
  - Implementation & Integration
    - Implementation & Integration
  - confirm conference sign up
    - confirm conference sign up
- Done**
  - Customer 5
    - Customer 5
  - Definitions review
    - Definitions review

@mention people to notify them of what needs their attention

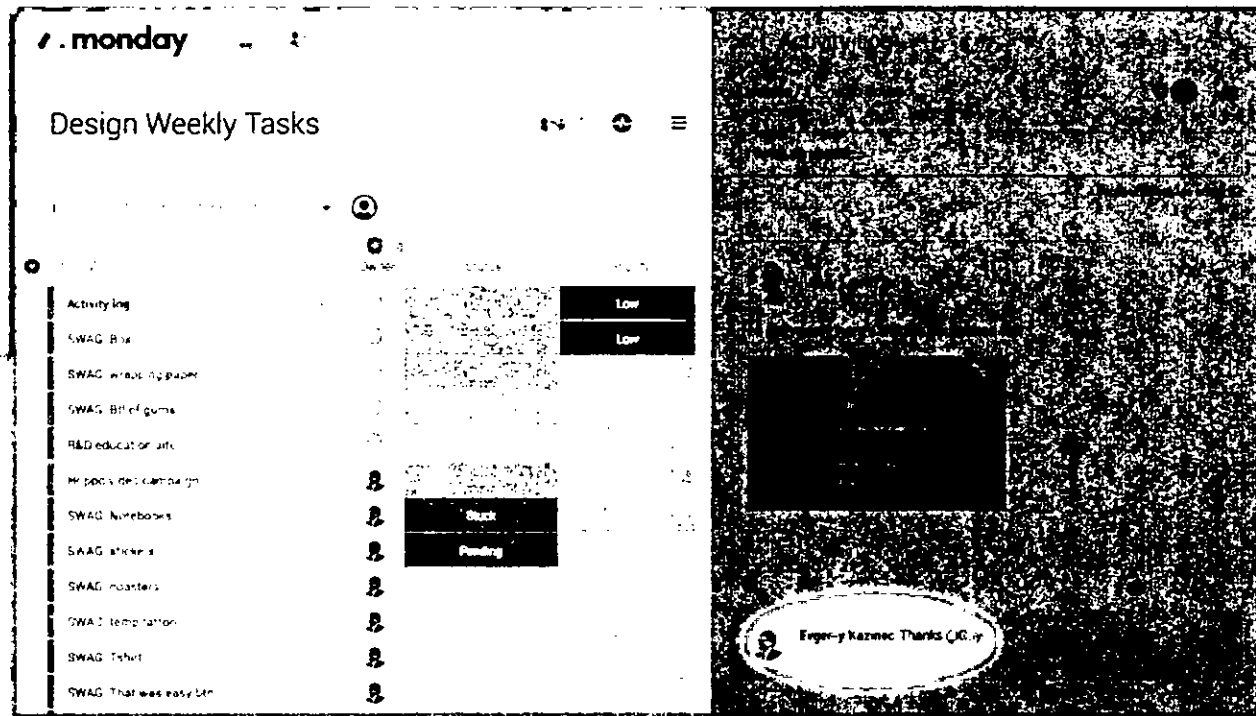
The image shows a screenshot of the Monday.com web interface. On the left, a task board titled "Design Weekly Tasks" is visible, with a vertical list of task items. On the right, an "Activity Log" window is open, displaying a list of users who have been mentioned in the task board. The activity log includes a search bar with "@G" entered, a list of user avatars and names, and a "Checklist" button. The users listed are Lcanni Gabai, Alex Goya, Graham Rowe, Tara Gilbert, R&D Group, and Consulting Group. The interface also shows various navigation and utility icons at the top and bottom of the activity log window.

Upload, or drag and drop, files to any update directly from your computer, Dropbox, or Google Drive

The screenshot displays the Monday.com interface. On the left, a sidebar lists various project items: Activity log, SWAG Box, SWAG wrapping paper, SWAG Bri of gums, R&D educational site, HR approved campaign, SWAG notebooks, SWAG stickers, SWAG enablers, SWAG templates, SWAG Tablet, and SWAG That was easy brn. The main workspace shows a task board with columns for 'Status' and 'Priority'. The 'Status' column contains items with 'Stuck' and 'Pending' labels. The 'Priority' column contains items with 'Low' labels. On the right, an 'Activity Log' window is open, showing 'Updates / 3', 'Info Boxes', and 'Activity Log'. It includes a toolbar with icons for undo, redo, bold, italic, underline, strikethrough, list, link, unlink, and checklist. The log text reads: 'Here are the files you asked for.' Below this, there are three options: 'From Computer', 'From Google Drive', and 'From Dropbox'. A 'Looks great!' message is visible at the bottom of the log window.



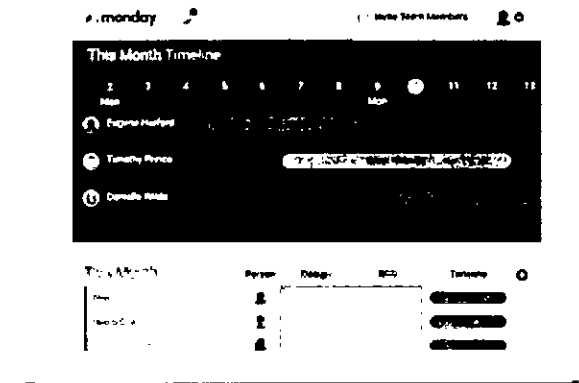
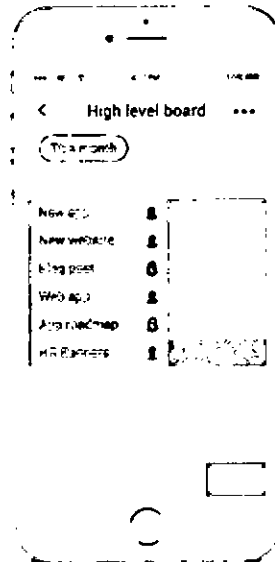
Reply to updates directly and keep the conversation in one place







Stay in control while on-the-go with our mobile app, both in iOS and Android



# Success Stories

 **monday.com**

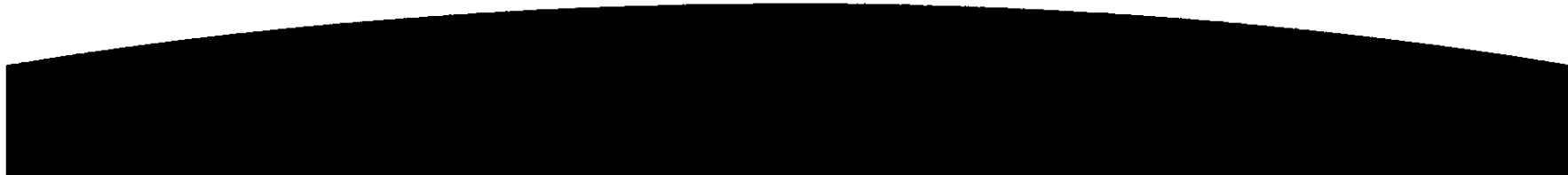
**91%**

of our customers say monday.com helps them stay on top of all their work

 **Discovery**  
CHANNEL

"It's a great tool that allows us to organize our work visually in a way that is easy to use and understand."

**Katherine Simano | Associate art director**





**87%**

of our customers say monday.com  
helps them collaborate better with their  
team



"We wanted to create a culture of togetherness. Now I  
can approach any employee and talk with them about  
their work. It blows their minds."

**Avishai Abrahami | CEO & co-founder**

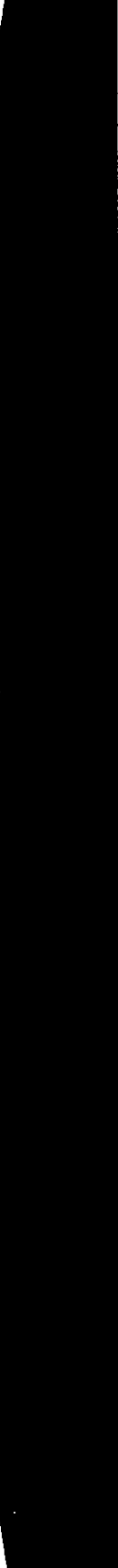


**78%**  
of our customers say monday.com  
increased their productivity

**wework**

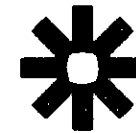
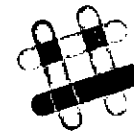
"monday.com eliminates so many human errors from the process of planning and significantly speeds up our throughput as a department."

**Ross Adler | Head of digital**



## Integrations, Security and Certifications

Integrations



Security



Two-factor auth.  
for all plans

SSO & SAML  
Integration

Advanced  
board  
permissions

Session  
control &  
management

Manage board  
ownership by  
admins

Compliance



## **Customer Success**

**It's our mission to help you drive value and be successful !**

• **Dedicated Account Management**

• **Team of experienced consultants who will help you implement, onboard and succeed**

• **Highly engaged Facebook community, daily webinars, online help, etc**

**Local partners around the world - integrations, consultants and language support**

• **24/7 live support  
~7 min avg. response time**

• **CSAT**  
Customer satisfaction score

9.4/10

 **monday**.com

# Thank you

**Tel-Aviv Office**

52 Begin Road, 13th floor  
Tel Aviv 6713701

**New-York Office**

33 West 17th Street, 2nd Floor  
New York, NY, 10011



## Terms of Service

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTERING FOR, ACCESSING AND/OR USING THE MONDAY.COM SERVICE.

By creating an Account in monday.com and/or by joining an existing Account and/or by accepting an invitation to join an existing Account in monday.com as an Authorized user (as defined below) and/or by accessing and using the monday.com Service (defined below) or our websites, [www.monday.com](http://www.monday.com) and/or [www.mondayaddicts.com](http://www.mondayaddicts.com) and/or any other website that we operate (each, together with its sub-domains, content and services, the "Sites"), you accept these terms of service (the "Terms"), and you acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively, "you" or "your"), have read and understood and agree to comply with the terms and conditions below, and are entering into a binding legal agreement with monday.com Labs Ltd. ("monday.com", "us", "we" or "our"). If you are creating an Account ("Account" or "Organization Account" as defined below) (A) you are entering into these Terms on behalf of an Organization (your Organization, your employer Organization or any other entity), (B) if you or your Organization are subject to the GDPR, you also accept our Data Processing Agreement available at [www.monday.com/terms/dpa](http://www.monday.com/terms/dpa), and (C) you represent and warrant that you have or you were granted full authority to bind the aforesaid Organization to these Terms. If you do not agree to comply with and be bound by these Terms or do not have authority to bind the Organization or any other entity, please do not accept these Terms or access or use the Service, the Sites and do not provide Personal Data to us. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. For clarity, these Terms also apply on each Authorized User (defined below) and as an Authorized User, upon the creation of a User Account (defined below), you hereby agree to any terms that apply to you and that are specified hereunder.

### 1. Definitions.

"**Admin**" means any Authorized User who has been specified as the organization administrator as defined in section 5.2 below.

"**Authorized User**" means any individual who has been supplied with user identification and password to access and use the Service on behalf of your Organization. Authorized Users may include but are not limited to your employees, consultants, contractors and agents, and third parties with which you transact business.

"**Board**" means the place where groups of projects/tasks are managed and stored.

"**Board Owner**" means the creator of a Board and any other Member (defined below) designated by such creator as an additional "creator" of the said Board.

"**Guest**" means an Authorized User, external to the Organization that has been invited by a Member to join a Shareable Board.

"**Main Board**" means a Board that can be seen by all Members.

"**Member**" means an Authorized User that is engaged by the Organization (such as employees and consultants). For clarity, Member does not include a Guest.

"**Organization**" means the team, company, organization or any other entity that you either represent or belong to and that defines the Authorized Users that are using our Service under the same Organization Account.

"**Personal Data**" means any information relating to an identified or identifiable natural person ('**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and/or any data considered "personal data" and/or "personally identifiable information" by any data protection or privacy law or regulation.

"**Private Board**" means a Board that can be seen only by a specific Member(s) that has been invited by the Board Owner to join that specific Board.

“**Shareable Board**” means a Board that can be seen only by an Authorized User (Member or Guest) that has been invited by the Board Owner to join the that specific Board.

2. **Description of the Service and the Sites.**

2.1. **Service.** monday.com's project management tool is made available to you on a software as a service (SaaS) basis (the “**Service**”) through a web portal on our Sites or via the monday.com application (the “**App**”) and includes: (i) the software that you access via the Sites or the App; (ii) any other products, services, and features made available or provided to you by monday.com in connection with the Service; and (iii) the trademarks, service marks and logos (“**Marks**”), content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, (together with the Marks, “**Content**”), contained in or made available through the Service. The Service includes creation of “pulses” which are pieces of content you interact with. You may post in pulses, reply to pulses and/or interact with them. You may share different content through those pulses, such as text, images, audio, video or other types of content.

2.2. **Sites.** The site [www.monday.com](http://www.monday.com) and the site [www.mondayaddicts.com](http://www.mondayaddicts.com) are intended to provide you with information about monday.com and its products and services, to enable you to purchase a subscription to the Service, and provide subscribers to the Service with a web portal to access the Service. For clarity, the term “Site(s)” includes all Content (defined above) on the Sites, but excludes the Service, unless otherwise specified herein.

3. **Ability to Accept Terms.** If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 18 years old. The Sites and/or Service are only intended for individuals aged sixteen (16) years or older. If you are under 16 years please do not visit, access or use the Sites and/or Service. If you are between 16 and 18 years of age, then you must review these Terms with your parent or guardian before visiting, accessing or using the Service and the Sites make sure that you and your parent or guardian understand these Terms and agree to them by sending a written communication to [legal@monday.com](mailto:legal@monday.com) stating such agreement to these Terms. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph. In the event that it comes to our knowledge that a person breaches this paragraph, we may prohibit and block such user from accessing and/or using Service, the App or the Sites. You may not access and use the Service if you are, and you represent and warrant that you are not, a competitor of monday.com.

4. **Subscription to the Service.**

4.1. **Subscription.** Subject to your, as an Authorized User, compliance with these Terms, and the payment of applicable Fees by the Organization (defined below), monday.com hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable subscription (“**Subscription**”) to access and use the Service during the Subscription Period (defined below).

4.2. **Order Form.** The Subscription to the Service is subject to any restrictions or limitations set forth in the Order Form, including, but not limited to, the number and type of Authorized Users. “**Order Form**” means monday.com's then-current online or hard copy order form which you must complete and submit to monday.com in order to purchase a subscription to the Service, where you will be requested: (i) to sign up for a paid plan for your Organization; (ii) to affirmatively select the number of Authorized Users you wish to register; and (iii) to pay the applicable Fees.

5. **Using the Service.** monday.com provides the following service functionalities as a part of the Service. monday.com may add other functionalities and/or modify some of the functionalities at its own discretion and without further notice, however, if we make any changes in the functionality of the Service that we find to be material, then we will notify you by posting an announcement on the Sites and/or via the Service or by sending you an email.

5.1. **Authorized User** Authorized Users can be involved in multiple Subscriptions of the Service, either as an Admin, a Member or a Guest (defined below). When you sign up for an Organization Account for your Organization you may designate in an Order Form different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized Users. You as an Admin must ensure that each Authorized User is aware of these Terms and its provisions, prior to using the Service. Without limiting the foregoing sentence, you shall procure each Authorized User's compliance with the restrictions and obligations in these Terms and shall be primarily responsible and liable for the acts and omissions of each Authorized User.

5.2. **Organization Administrator.** If you are the first Authorized User in your Organization you will be automatically granted Admin rights and we will process your Personal Data as set forth in our Privacy Policy. An Admin can assign or remove Admin rights of other Authorized users at any time and remains primarily responsible for dealing with their claims and requests regarding Personal Data, as set forth in <https://support.monday.com/hc/en-us/articles/115005310505-What-s-the-difference-between-a-user-and-an-admin->. If the Organization will ask us to remove your Admin rights, we will follow the Organization request. You agree to take any actions reasonably requested by us or the Organization to transfer the Admin role to another Authorized User as per the Organization

request. The Admin may perform any tasks which a Member and/or a Guest can perform as further specified in Sections 5.3-5.4 below. In addition, please visit <https://support.monday.com/hc/en-us/articles/115005310505-What-s-the-difference-between-a-user-and-an-admin-> to review additional tasks that may be performed by the Admin, as may be amended from time to time. The Admin may use the Application Program Interface (“API”) only during the respective Subscription Period only in connection with the use of the Service. The restrictions set forth in Section 7 (Restrictions) below, shall apply also in connection with the right to access and use the API. In addition, each Admin may brand and design your Organization Account according to the Service’s functionality as well as the look and feel of your Organization Account. monday.com may provide the Admin with audit tools to manage the Organization Account and view what activities were performed by which Authorized Users.

- 5.3. **Member.** If you are a Member, we will process your Personal Data as set forth in our Privacy Policy. You will be allowed access to the Main Boards and limited access to Private Boards and/or Shareable Boards and allowed to perform the following activities in a Board you have access to, all as configured by the Board Owner in the settings of each Board and according to the Service's functionality:
- **Post Content.** You may interact with other Authorized Users’ data and post data within Main Boards and Shareable Board and Private Boards (that you have access to), such as text, images, videos, charts, polls and other data as available through the Service’s functionality.
  - **View Information.** You may view data posted by other Authorized Users within the applicable Board, as well as your data; provided, however, that it is not restricted by the other Authorized Users.
  - **Invite.** You may, according to the Service functionality, invite other Members and/or Guests to have access to your Boards (defined below); provided that the number of permitted Guests may be limited by us from time to time at our sole discretion. Any Guests which exceed the said limit shall be denied access unless the relevant fee (as shall be notified by us) is paid on their behalf.

Each Member who is a Board Owner, may select whether a Member of the applicable Board can view content contained in such Board and/or make changes on such Board.

- 5.4. **Guest.** If you are a Guest, and we will process your Personal Data as set forth in our Privacy Policy. You will be allowed, free, limited access to, and be allowed to perform the following activities in the Shareable Board you have access to, as configured by the Board Owner in the settings of such Shareable Board and according to the Service’s functionality:
- **Post Content.** You may interact with other Authorized Users’ data and post data within applicable Shareable Board such as text, images, videos, charts, polls and other data as available through the Service’s functionality, provided that the Admin allowed you to do so.
  - **View Information.** You may view data posted by other Authorized Users only within the Shareable Board and in accordance to what the Admin marked as data that you may view.
6. **Site Access.** We hereby grant you permission to visit and use the Sites for your information and personal use only, subject to these Terms and your compliance with applicable law.
7. **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose; (vi) take any action that imposes or may impose (at monday.com's sole discretion) an unreasonable or disproportionately large load on the monday.com infrastructure or infrastructure which supports the Sites or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (viii) remove, deface, obscure, or alter monday.com's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without monday.com's prior written approval; (ix) use monday.com's Marks without our prior written consent; (x) use the Service or Sites to develop a competing service or product; (xi) use the Service or Sites to send unsolicited or unauthorized commercial communications; and/or (xii) use the Service or Sites in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party. Without derogating from the above, each Organization agrees to remain liable to monday.com for any act or omission of an Authorized User that would constitute a breach of these Terms if such acts or omissions were by you.

## 8. Accounts

- 8.1. **Organization Account.** In order to use the Service, an account should be created for the Organization (“**Account**” or “**Organization Account**”). If you are creating an Organization Account, you acknowledge and agree: (i) to provide accurate and complete Organization Account and login information; (ii) to keep, and ensure that, all Account login details and passwords are secured at all times; and (iii) to remain solely responsible and liable for the activity arising out of any failure to keep your Account details confidential; and (iv) to promptly notify monday.com in writing if you become aware of any unauthorized access or use of the Organization Account or the Service and/or any breach of these Terms. You further represent and warrant that in creating the Organization Account: (i) your Organization do not reside in any proscribed state nor in any state that is embargoed by the United States department of commerce or any applicable law; (ii) your Organization is solvent and has not filed for bankruptcy, liquidation, debt arrangement or otherwise lost your ability into entering into agreements such as these Terms; (iii) your Organization was not previously blocked by monday.com from having an Account or otherwise using the Service and (iv) your Organization complies with data protection laws and/or regulations.
- 8.2. **User Account.** In order to use the Service within an existing Organization Account and become an Authorized User, you are required to create a personal user account (“**User Account**”). In creating your User Account, you acknowledge and agree: (i) to provide accurate and complete User Account and login information; (ii) to keep, and ensure that, your User Account login details and password are secured at all times; and (iii) to remain solely responsible and liable for the activity arising out of any failure to keep your User Account details confidential; and (iv) to promptly notify monday.com in writing if you become aware of any unauthorized access or use of your User Account or the Service. You further represent and warrant that in creating your User Account you were not previously blocked by monday.com from having a User Account or otherwise using the Service.
9. **Customer Data.**
- 9.1. **License.** While using the Service, Authorized Users may submit certain content, data or information to the Service (either to Public, Private or Shareable Boards), such as (i) images and/or text and/or videos used in creating content through the service, as well as comments; (ii) images or videos retrieved from third parties in such items; (iii) description, text and information processed through the Service; (iv) submissions made through the Service or any other data which is stored on, or otherwise processed by the Service (“**Customer Data**”). You, as the Organization (the sole owner of the Customer Data, as further set forth in Section 12.2) hereby grant us a royalty free, worldwide, non-exclusive license to use, process, access, modify, display, copy and store Customer Data in order to provide the Service to you, perform our obligations, and enable you to share the Customer Data or interact with other people, to distribute and publicly perform and display Customer Data as you (or your Organization) direct or enable through the Service.
- 9.2. **Responsibility.** You represent and warrant that: (i) you or your Organization own or have obtained the rights to all of the rights, including intellectual property rights, subsisting in the Customer Data submitted by you and you have the right to provide the Customer Data and the license granted in these Terms to use such Customer Data as stated in Section 9.1 above; and (ii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms (including in any applicable privacy policy or privacy-related agreement), does not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable data protection or privacy legislation; (c) be offensive, unlawful, violates export control laws, threatening, pornographic, harassing, hateful, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violate any law, or is in any way inappropriate; (d) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; or (e) is otherwise malicious or fraudulent. Other than its security obligations under Section 9.3, monday.com assumes no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that monday.com shall not monitor and/or moderate the Customer Data and there shall be no claim against monday.com of not acting so.
- 9.3. **Security.** monday.com agrees during the Term to implement reasonable security measures to protect Customer Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of the Service, which combines public and private information that is conveyed over the public internet, to the maximum extent permitted by law: (i) monday.com shall not be held liable for any damage caused as a result of your use of the Service, their unavailability, any error or faults in the Service and (ii) You alone shall be responsible and liable for the maintenance and backup of all your Customer Data.
10. **User Submissions.**
- 10.1. **Responsibility.** The Sites may permit the publishing of certain data, information or content by you and other users (“**User Submissions**”). For clarity, the term User Submissions in this Section 10 shall not apply to any Customer Data. You understand that whether or not such User Submissions are published, we do not guarantee that other users will not copy or redistribute User Submissions. You shall be solely responsible for your User Submissions and the consequences

of posting, publishing or uploading them. We reserve the right in our sole discretion and without further notice to you, to remove, delete, and/or remove any and all User Submissions posted on the Sites at any time and for any reason.

- 10.2. **Ownership.** You as an Authorized User or a Sites' user represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Sites and these Terms. "**Intellectual Property Rights**" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, data protection, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.
- 10.3. **License to User Submissions.** By submitting the User Submissions to the Sites, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to host, use, reproduce, distribute, prepare derivative works of, and display the User Submissions in connection with the Sites and our business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Sites or other viewer or user of the User Submissions a non-exclusive right to use, reproduce, distribute, prepare derivative works of, and display such User Submissions, all in accordance with these Terms.
- 10.4. **Prohibited Content.** You agree that you will comply with subsections 9.2(ii)(a)-(e), except that any reference thereof applying to Customer Data, shall be deemed to apply to User Submissions.
- 10.5. **Exposure.** You understand and acknowledge that when accessing and using the Sites: (i) you may be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against monday.com with respect to (i) and (ii) herein.
11. **Copyright and Content Policy.** It is monday.com's policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Content Policy which may be viewed at: <https://monday.com/terms/copyright>
12. **Intellectual Property Rights.**
- 12.1. **Sites and Service.** The Service, Sites and the API, including all Content contained or displayed on the Sites or Service (excluding Customer Data and User Submissions), are the property of monday.com and may be protected by applicable copyright or other intellectual property laws and treaties. As between You and Monday.com, title and full, exclusive ownership rights in the Service and the Sites (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related thereto and to your usage of the Service and the Sites (excluding Customer Data and User Submissions), and monday.com's intellectual property rights, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to monday.com (its licensors, or its third party providers). "monday.com", the monday.com logo, and other marks are Marks of monday.com or its affiliates. All other trademarks, service marks, and logos used on the Sites or Service are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted herein in relation to the Service, Sites and the Content.
- 12.2. **Customer Data.** The intellectual property and all other rights, title and interest of any nature in and to Customer Data contained are and shall remain the exclusive property of the Organization and the Organization shall have the right at its sole discretion to access, and/or limit your access and/or remove and/or assign the ownership to any of the Customer Data you have generated, including but not limited to, Customer Data contained in Private Boards and/or Shareable Boards you have owned or contributed to. The Organization and the Organization Administrator shall be primarily responsible for dealing with, and honoring, Data Subject rights at the Organization's cost and expense. To the extent that the Organization shall submit a request to monday.com with respect to the access and/or removal and/or ownership of the customer Data, as specified in this Section 12. 2, monday.com shall use commercially reasonable efforts to accept and follow such request provided that the Organization and the Organization Administrator cannot execute the request without our collaboration. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests to Customer Data to monday.com or any third party.
- 12.3. **Feedback.** It is anticipated that you, as an Authorized User or a Sites' user, may provide suggestions, comments or other feedback to the monday.com Service, the API (in case you are the Admin) and/or the Sites ("**Feedback**"). Feedback shall be deemed the sole property of monday.com without restrictions or limitations of any kind. Without derogating

from the above, monday.com will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You and Your Organization hereby waive any right to the Feedback, including but limited to, moral rights and any right for royalties or any other consideration. Without derogating from the above, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any information and/or content that you post, disclose, publish or otherwise make available in the course of monday.com's webinars, customer forums/blogs, community forums/blogs or any other similar event or venue, including without limitation for publishing and redistributing part or all of such information and/or content (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in such information and/or content, to the extent permitted by law.

13. **Privacy Policy.** You acknowledge and agree that we will use any Personal Data that we may collect or obtain in connection with the Sites and/or the Service in accordance with our Privacy Policy available at <https://monday.com/terms/privacy> (“Privacy Policy”).
14. **Anonymous Information.** Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it to provide, improve and publicize our products and services and for other business purposes. “Anonymous Information” means information which does not enable identification of an individual, such as aggregated and analytics information. monday.com owns all Anonymous Information collected or obtained by monday.com.
15. **Subscription Term and Renewal.**
  - 15.1. **Term.** The Service is provided on a subscription basis for a set term specified in your Order Form (“Subscription Term”) and shall automatically renew for additional periods equal to the original initial term specified in your Order Form, unless either party gives the other notice of non-renewal before the end of the relevant subscription term. If you elected not to renew, you should send such non-renewal request to [support@monday.com](mailto:support@monday.com). monday.com will confirm the non-renewal request when it is processed. If you do not receive a confirmation, please contact monday.com as soon as possible. The Fees during any such renewal term shall be the same as that during the prior term unless we have given you written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. If you continue to access or use the Service past any Subscription Term renewal date, you shall be deemed to have renewed your subscription to the Service for the corresponding renewal period and shall be liable to pay all applicable fees in connection with such renewal period.
  - 15.2. **Termination by monday.com.** monday.com may terminate your use of the monday.com Service at any time and without prior written notice in any case where it believes that you or your Organization have breached these Terms and such breach may cause monday.com irreparable harm unless your User Account or the Organization Account is terminated immediately. Upon termination of these Terms, you shall cease all use of the monday.com Services.
  - 15.3. **Termination by you.** Without derogating from your obligation to pay applicable Fees, you as the Organization Admin may terminate your subscription to the Service by cancelling your Organization Account through the tools that we make available within the Service or by sending a cancellation request to us at [support@monday.com](mailto:support@monday.com), in which case we will use commercially reasonable efforts to respond within a reasonable time. The aforesaid Organization Account cancellation will take effect at the end of the then-current Billing Cycle (defined below) and you will not be charged for the subsequent Billing Cycle. For clarity, the Fees paid for the remainder of the then-current Billing Cycle following a request for cancellation are not refundable.
  - 15.4. **Objection.** If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Sites or Service in any way, your only recourse is to immediately discontinue use of the Sites or Service (and cancel your subscription). Exercising Data Subject rights shall not give rise to refunds of Fees.
16. **Effect of Termination of Service.** Upon termination of your subscription to the Service, your Organization Account and all licenses granted by monday.com under these Terms with respect to the Service shall be terminated, you will lose all access to the Service and to any Customer Data that we may be storing on your behalf. If you choose to terminate the Organization subscription it is your responsibility to download your Customer Data prior to canceling your Organization Account or any termination of these Terms. We do not accept any liability for any termination of the Service or Customer Data that is deleted in connection thereto. We shall not be liable to you or any third party for termination of your use of or access to the Sites or Service, or any portion thereof. This Section and Sections 7 (*Restrictions*), 9 (*Customer Data*), 12 (*Intellectual Property Rights*), 13 (*Privacy Policy*), 14 (*Anonymous Data*), 20 (*Warranty Disclaimer*), 21 (*Limitation of Liability*), 22 (*Indemnification*), 23 (*Disclosure*), 31 (*Governing Law and Disputes*) and 32 (*General*), as well as any other provision which is intended to survive termination of the Terms or your subscription to the Service, shall survive termination of these Terms and your subscription to the Service.

17. **Suspension.** If we believe, in our sole discretion, that you, as an Authorized User, are using the Service in a manner that may cause harm to us or any third party, or in breach of these Terms or applicable data protection laws or regulations, then we may, without derogating from our right to terminate your Subscription as specified in these Terms, suspend or terminate your User Account or your access to and use of the Service, or parts thereof.
18. **Fees.**
  - 18.1. **Service Fees.** In consideration for the Service, Your Organization shall pay all fees designated in the Order Form. Except as otherwise specified, fees are based on the number and type of Authorized Users invited to use the Service purchased and not actual usage.
  - 18.2. **Payment Terms.** The payments made to monday.com shall be made on a recurring basis, and shall be changed in accordance to your usage of the Service. All billing cycles are renewed automatically for the same billing cycle. Fees for the current cycle (monthly, annual or bi-annual) (the "**Billing Cycle**") are based on the prevailing rate on the first date of such cycle according to the service selected. All Fees are stated, and shall be paid, in the currency selected by you, are non-refundable and, unless otherwise stated in the Order Form, are exclusive of all taxes, levies, or duties, which are your responsibility. If you are located in a jurisdiction which requires you to deduct or withhold taxes or other amounts from any amounts due to us, you must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Order Form.
  - 18.3. **Payment Processing.** You agree to promptly notify us of any changes to your billing information. In case you pay with credit card, you hereby authorize us to charge your credit card on a recurring basis for all applicable fees and to store your credit card information on our servers and/or on third parties' payment processing providers servers. If you are invoiced for the service, all amounts are payable net 30 EOM, from the date of the invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party, for online payment processing services, and in addition to these Terms, you agree that such third-party terms and conditions shall apply to your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.
  - 18.4. **Payment Increase.** Should your use of the Service be in excess of your purchased package, for example by adding Authorized Users, your payment shall be recalculated according to the time remaining in your outstanding balance and the addition shall be charged accordingly, in due time (in relation to the remaining portion of the then-current Billing Cycle).
  - 18.5. **Payment through Reseller.** If you have purchased the Subscription granted hereunder from a reseller or distributor authorized by monday.com ("**Reseller**") and pay the applicable Fees directly to Reseller, to the extent there is any conflict between this agreement and the agreement entered between you and the respective distributor, including any purchase order ("**Reseller Agreement**"), then, as between you and monday.com, these Terms shall prevail. Any rights granted to you in such Reseller Agreement which are not contained in these Terms, apply only in connection with the Reseller. In that case, you must seek redress or realization or enforcement of such rights solely with the Reseller and not monday.com. For clarity, your access to the Service is subject to our receipt from Reseller of the payment of the applicable Fees paid by you to Reseller. Upon termination and/or expiration of the agreement entered into between monday.com and the respective Reseller and subject to monday.com notifying you of such expiration and/or termination, monday.com shall issue an invoice directly to you and receive the applicable Fees directly from you in accordance with these Terms, at the end of the then-current Billing Cycle and any and all subsequent Billing Cycles.
19. **Free Trial Subscription.**
  - 19.1. We may offer a free, no-obligations trial subscription of the Service ("**Trial Subscription**") prior to charging for the Service Fees. The Trial Subscription, if any, shall commence on the date that you commence access or use of, as applicable, the Service, and will conclude at the end of the Trial Subscription displayed on the online or offline Order Form, or sooner if: (i) you upgrade your subscription by beginning to pay the applicable Fees for the Service, (ii) you request to terminate it sooner, or (iii) your use of the Service is terminated in accordance with these Terms. Upon conclusion of the Trial Subscription and until you delete your Account, you'll still be able to make a limited use of the Service in order to download your Customer Data, but we reserve the right to terminate and delete your Account at any time with a 30-day notice. We may also change your Account web address at any time without any prior written notice. During the Trial Subscription period, we may record the users' sessions anonymously for the purpose of improving the Service.

19.2. You acknowledge and agree that these Terms are applicable and binding upon you during the Trial Subscription period and until you delete your Account, and that monday.com: (i) does not make any commitments in connection with the Service during that period; and (ii) may send you, subject to your opting out, communications and other notices about the Service to your email address.

19.3. We reserve the right to modify, cancel and/or limit this Trial Subscription at any time.

**20. Warranty Disclaimer.**

20.1. THE SITES AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY FOR ACCESSING AND USING THE SITES AND SERVICE AND FOR THE SELECTION OF THE SERVICE TO ACHIEVE YOUR INTENDED RESULTS. MONDAY.COM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

20.2. MONDAY.COM DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITES OR SERVICE WILL BE UNINTERRUPTED, ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

20.3. MONDAY.COM OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK OR PREVENT ALL VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY THE SERVICE.

20.4. MONDAY.COM DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITE. YOUR USE OF AND RELIANCE UPON SERVICE OR SITE, OR CONTENT AND YOUR DATA (INCLUDING CUSTOMER DATA) IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND MONDAY.COM, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.

20.5. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

20.6. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

**21. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:

21.1. IN NO EVENT WILL, MONDAY.COM ITS AFFILIATES AND THIRD-PARTY PROVIDERS, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR: (I) ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

21.2. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF MONDAY.COM, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) FOR IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

21.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 21 SHALL APPLY: (I) EVEN IF MONDAY.COM, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).



- 21.4. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AFTER THE EARLIER OF (A) 12 MONTHS AFTER THE DATE ON WHICH YOU BECOME AWARE THAT A CAUSE OF ACTION HAS ARISEN. OR (B) THE PERIOD SET FORTH UNDER THE APPLICABLE STATUTE OF LIMITATIONS.
- 22. **Indemnification.** Your Organization and you hereby warrant, represent and agree to indemnify, hold monday.com harmless and to indemnify monday.com and its respective affiliates, officers, directors, employees and agents from and against any and all claims, damage, obligations, liabilities, loss, expense, legal expense (including but not limited to attorney's fees) or cost incurred as a result of (i) your use of or inability to use the Services; (ii) your violation of these Terms, including any false representation; and/or (iii) your Customer Data and/or data protection laws, regulations or obligations.
  - 23. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Service and/or the Sites as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, and/or (v) protect the rights, property or safety of monday.com, its users or the public.
  - 24. **Links.**
    - 24.1. The Sites and/or the Service may contain links to third party websites that are not owned or controlled by monday.com. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.
    - 24.2. We permit you to link to the Sites provided that: (i) you link to but do not replicate any page on this Sites; (ii) the hyperlink text shall accurately describe the Content as it appears on the Sites; (iii) you shall not misrepresent your relationship with monday.com or present any false information about us and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that you do not own; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.
  - 25. **Government Use.** If you are part of an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any such software is a “commercial item”, “commercial computer software” and “commercial computer software documentation”. In accordance with such provisions, any use of the such software by the Government shall be governed solely by the terms of these Terms.
  - 26. **Third Party Advertisements** monday.com’s Services and/or Sites may contain advertisements made by third parties. monday.com is not affiliated to, nor does it endorse, these ads. monday.com is not responsible for the privacy practices or the content of such third parties. Accordingly, monday.com encourage you to read the terms and conditions and privacy policy of each such third party that you choose to use or interact with.
  - 27. **Third Party Software.** Portions of the Service may include third party open source software that is subject to third party terms and conditions (“Third Party Terms”). If there is a conflict between any Third Party Terms and these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything to the contrary, monday.com makes no warranty or indemnity hereunder with respect to any third party open source software.
  - 28. **Assignment.** These Terms, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by monday.com without restriction.
  - 29. **Customer Reference.** You acknowledge and accept that monday.com has the right to use your name and logo to identify you as a customer of monday.com or user of the Service, on monday.com’s web site, marketing materials or otherwise by announcements on social media.
  - 30. **Modifications.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following our sending a notice thereof to you or posting the revised Terms on the Sites, and your continued use of the Service thereafter means that you accept those changes.

31. **Governing Law and Disputes.**

- 31.1. These Terms and any disputes between you and monday.com shall be governed by the laws of the State of Israel, without reference to its conflict of laws rules.
- 31.2. The exclusive jurisdiction and venue for all disputes between you and monday.com shall be the courts located in Tel Aviv-Yaffo, and each party hereby irrevocably consents to the jurisdiction of such courts. Application of the *United Nations Convention on Contracts for the International Sale of Goods* and the *Uniform Computer Information Transaction Act* are excluded from these Terms. Notwithstanding the foregoing, monday.com reserves the right to seek injunctive relief in any court in any jurisdiction.

32. **General.** We reserve the right to discontinue or modify any aspect of the Sites or Service at any time. These Terms, and the Order Form and Privacy Policy, represent the complete agreement concerning the Service and the Sites between you and monday.com and supersede all prior agreements and representations related to the subject matter hereof. To the extent of any inconsistency or conflict between these Terms and an Order Form, these Terms shall prevail. Section headings are provided for convenience only and have no substantive effect on construction. Except for your obligation to pay monday.com, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. Nothing herein shall be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party. If any provision of these Terms is held to be unenforceable, these Terms shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term.

33. **Distributor Requirements and Usage Rules.**

33.1. **Apple.** If you download the App from the Apple, Inc. ("Apple") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in these Terms:

- (i) You acknowledge and agree that:
  - (a) these Terms are concluded between monday.com and you only, and not with Apple, and monday.com and its licensors, and not Apple, are solely responsible for the App and the content thereof.
  - (b) your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into these Terms.
  - (c) the Subscription granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
  - (d) monday.com is solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
  - (e) monday.com is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be monday.com's sole responsibility;
  - (f) monday.com, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
  - (g) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
  - (h) Apple, and its subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.
- (ii) You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (iii) If you have any questions, complaints, or claims regarding the App, please contact monday.com at

support@monday.com, +1 (201) 778-4567, Menachem Begin Road 52, Tel Aviv, Israel

- (iv) By agreeing to these Terms you, to the extent legally permitted, hereby waive any applicable law requiring that these Terms be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at [www.apple.com/legal/itunes/us/terms.html#SERVICE](http://www.apple.com/legal/itunes/us/terms.html#SERVICE) (as amended from time to time).

Last update: May 14<sup>th</sup>, 2018