

A WORLD WITHIN - TERMS OF SERVICES

[Updated on June 1st, 2020]

Welcome to A World Within. We develop and operate an interactive educational platform that provides novel educational concepts and creative ways to engage its users with art.

These Terms of Services (the “**Terms**”) together with A World Within’s Privacy Policy available at www.artofconnectos.com (collectively referred to as the “**Agreements**”) as updated from time to time, constitute the entire agreement between (“**A World Within**” “**We**” “**Our**”) and its users (“**you**” “**your**” or “**users**”) for the Services (as defined below) provided by A World Within.

Upon the earlier of, you checking “I agree”, where applicable or upon you using the Services via the App or System, you shall be deemed to have confirmed and agreed that you have read the Agreements, understood them, and that such confirmation and agreement constitutes as a valid and legally binding contract between yourself and A World Within. If you do not agree to any of the terms of the Agreements, A World Within may be unwilling to grant you access to the Services. If you are unwilling to accept all of the terms of the Agreements, you may not use the Services. If the Services are considered to be illegal under the laws of the country in which you are situated, or you are otherwise barred from receiving the services under such laws, please avoid or discontinue your use of the Services.

The Service is not intended for children under the age of 16. IF YOU ARE UNDER THE AGE OF 16 YOU MAY NOT USE THE SERVICE, UNLESS PARENTAL CONSENT IS PROVIDED ACCORDINGLY.

A World Within reserves the right, at its sole discretion, to revise or modify the Agreements at any time, and you agree to be bound by such revisions or modifications. These changes will apply at that instant to all current and subsequent uses of the Services. You agree that you shall have the responsibility to review the Agreements periodically and hereby waive any right you may have to receive specific notice of such changes or modifications. Without derogating from the above, A World Within may notify you of a change or amendment to the Agreements by sending you an e-mail, all in accordance to A World Within’s sole discretion. Your continued use of the Services shall be deemed as an act of acceptance of such changes or modifications. If you do not agree to the Agreement as updated from time to time, your sole remedy shall be to discontinue the use of the Services.

1. THE SERVICES

- 1.1. Please read the Agreements carefully as such Agreement represents the entire understanding between A World Within and its users regarding the Services, as may be updated from time to time.
- 1.2. A World Within provides an interactive educational platform (the “**Platform**”) which utilizes neural network technology. Such technology enables the Platform to study certain painting styles and provide novel educational concepts and creative ways to engage users with art. The Platform may be provided to users when they physically visit our partners’ premises (which may include, museums and art galleries) where our Platform is installed (the “**System**”), or through their use of our web-based application (the “**App**”) (the System and App collectively, the “**Services**”). When using the System, the Platform enables the embedding and redrawing of users into certain paintings and art pieces that are presented on our partners’ premises. When using the App, the Platform enables the application of certain artistic styles and art pieces to photos provided by the users. The Platform also provides users with information regarding art pieces as well as educational questionnaires. Furthermore, the Platform may also enable users to connect with merchandise providers who collaborate with A World Within, to produce personalized merchandise based on works created by means of the Platform (the “**Merchandise Feature**”).
- 1.3. Subject to your compliance with the Agreements, as part of the Services and to the extent needed in order to receive the Services, A World Within grants you a personal, revocable, non-exclusive and non-transferable limited license to use our Services on your mobile phone, tablet, computer or other electronic devices (“**Device**”).
- 1.4. A World Within may make modifications, additions and upgrades to the Services and any software provided through the System or the App, as it deems necessary. If and when such modifications, additions and upgrades are developed by A World Within for general commercial use by its users, A World Within shall make them available to you. The terms of the Agreements will apply to any updates that A World Within

may make available to you. For the removal of doubt, it is clarified that A World Within is under no obligation to develop or release any updates or upgrades.

- 1.5. As a user, you shall be identified *inter-alia* through the information you provide us as specified in the photo request screen and any other information you may provide us as further elaborated in A World Within's Privacy Policy. You shall be responsible for compliance with the provisions of the Agreements to the extent that such provisions apply to you and for all the activities that occur when you use our Services. Without derogating from the provisions of section 3 below such responsibility shall include any use of the Services by any individual or entity to which you have granted access to our Services, or any individual or entity using the Services on your behalf.

2. **SUPPORT AND MAINTENANCE**

- 2.1. A World Within makes no representation or warranty that the Services will be accessible at all times. You acknowledge and agree that the Services may be from to time: (i) automatically updated, upgraded or modified; and/or (ii) inaccessible or inoperable at any time and for any reason, including without limitation due to connectivity issues, unscheduled maintenance or repairs, or causes that are beyond A World Within's reasonable control or not reasonably foreseeable by A World Within, including without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.
- 2.2. If the Services become inaccessible to users or not fully functional, other than due to scheduled maintenance, A World Within shall use commercially reasonable efforts to respond and endeavor to remedy such unavailability or failure of functionality as soon as reasonably possible.
- 2.3. You hereby confirm that you are: (i) aware that the Services operation depend and rely on third party products, services and infrastructure; and (ii) that you shall be responsible to ensure that your Device(s), operating systems, computer networks and network connections, telecommunications facilities meets all the necessary technical specifications to enable it to access and use the Services. Any failure or slowdown of the foregoing may directly or indirectly affect the manner and reliability in which the Services are provided and/or the function.

3. **RULES OF SERVICES USAGE;**

- 3.1. You undertake that your use of the Services shall be lawful and not to defraud, or attempt to defraud, A World Within or other users and that you shall not act in bad faith in while using the Services. You hereby agree that in case that A World Within determines that you have acted in bad faith and/or in violation of the Agreements, or if A World Within determines your actions fall outside of reasonable standards, A World Within may, at its sole discretion, prohibit you from using the Services. In furtherance of the foregoing, and as an example and not as a limitation, you hereby agree that by using the Services you shall **not** act as follows:
 - 3.1.1. Promote, host, display or implement the Services or any information received thereof, on websites that: (i) contain indecent, obscene or pornographic material, hate speech, defamatory, libelous, obscene, gambling-related, discriminatory, deceptive, abusive spyware, adware, or other malicious programs or code, unsolicited mass distribution of email, or any illegal subject matter or activities or otherwise offensive content; (ii) incorporate any materials that infringe or assists others to infringe on any copyright, trademark or other intellectual property rights; (iii) are an incentive-based website, such as a lottery or sweepstakes website which rewards users for clicking on links; (iv) engage in activities that violate A World Within 's Privacy Policy; or (v) infringe any right of any third party or violate any applicable law or regulation;
 - 3.1.2. Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
 - 3.1.3. Copy, sell, transfer, assign, sublicense, disassemble, decompile, private label, reverse engineer or (except if expressly authorized by A World Within or permitted under applicable law), modify or alter any part of A World Within's software or grant any other third party the right to do any of the above;

- 3.1.4. Upload or transmit (or attempt to upload or transmit) files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or the Devices of other users of the Services;
- 3.1.5. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spam) to anyone;
- 3.1.6. Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Services in any manner that infringes any copyright, trademark, design, patent, trade secret, or other rights of any party (including rights of privacy or publicity);
- 3.1.7. Create false personas, multiple identities, use bots or other automated software programs to defraud or which otherwise violate this Agreement and/or the terms of service of any third-party applications;
- 3.1.8. Attempt to obtain private information from other users including personally identifiable information (whether in text, image or video form), identification documents, or financial information;
- 3.1.9. Upload or transmit (or attempt to upload or to transmit), without A World Within's express consent, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
- 3.1.10. Improperly use the support services or make false reports to A World Within;
- 3.1.11. Encourage any third party to: (i) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (ii) engage in any action or practice that reflects poorly on A World Within or otherwise disparages or devalues A World Within's reputation or goodwill;
- 3.1.12. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- 3.1.13. violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks to the Services;
- 3.1.14. Attempt to interfere with, hack into or decipher any transmissions to or from the servers of the Services;
- 3.1.15. Interfere with the ability of others to enjoy using the Services, including disruption, overburden or aid the disruption or overburdening of the Services' servers, or take actions that interfere with or materially increase the cost to provide the Services for the enjoyment of all its users;
- 3.1.16. Attempt to discover any source code or underlying ideas or algorithms of the Services; and/or
- 3.1.17. Provide, lease, rent, lend, license, assign, delegate, or otherwise transfer or use or allow others to transfer or use the Services or any output generated by the Services for the benefit of any third party.

4. **User Content**

- 4.1. You agree that any content uploaded by you through the Service shall be uploaded via the use of technology and tools provided by A World Within. You agree that you are uploading such content willingly and you represent that you own such content or have received the necessary authorizations from third parties to the extent that such authorizations are necessary, and that such authorizations are documented and shall be provided to A World Within upon request, and according to which you have all rights to upload said content and that uploading of the content by you complies with all applicable laws.
- 4.2. We do not claim ownership of any videos, data, text, graphics, photographs, or any other content, and their selection and arrangement, provided or uploaded to the Service by any user (the "**User Content**"). However, by sending and/or creating User Content and/or using the Service you automatically grant us a non-

exclusive, royalty-free, perpetual license of all worldwide rights to share, use, edit, modify, include, incorporate, adapt, record and reproduce such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for the purposes set forth in the Service and these Terms, including for the avoidance of doubt commercial, non-commercial and/or promotional use (including without limitation, to facilitate our Merchandise Feature, to the extent provided) by us associating such User Content with your user information, user name and/or profile picture. We may retain any material that you submit or upload to receive the Services and make internal use of such material to improve our Services, including for testing purposes.

- 4.3. We may or may not regulate User Content and provide no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Service. By using the Service you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that we will not, under any circumstances, be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.
- 4.4. We reserve the right (but shall at no time be obligated) to, in our sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Platform with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, we shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

5. ADVERTISEMENTS AND THIRD-PARTY CONTENT

- 5.1. A World Within may provide third-party content on the Services (collectively the “**Third-Party Content**”). A World Within does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third Party Content, update, or monitor it. Therefore, A World Within shall not be deemed responsible for any Third-Party Content on the Services.
- 5.2. You are responsible for deciding if you want to access or use third party websites or applications that link from the Services (“**Third-Party Sites**”). A World Within does not control or endorse any such Third-Party Sites or the information, materials, products, or services contained on or accessible through Third-Party Sites, and makes no representations or warranties of any kind regarding the Third-Party Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services are solely between you and such advertiser. Access and use of Third-Party Sites, including the information, materials, products, and services on or available through Third-Party Sites is solely at your own risk.
- 5.3. Without derogating from the above, please note that upon the earlier of, you checking “I agree”, where applicable or upon you providing us with your consent to receive advertisements from our partners (including without limitation, certain museums that we partner with) (“**Partner Advertisements**”), our partners may provide you with Partner Advertisements and additional communications. Such Partner Advertisements and additional communications may be provided via the Services or by other means. Please note that A World Within does not control or endorse any such Partner Advertisements and makes no representations or warranties of any kind regarding such Partner Advertisements. Please be aware that we do not create Partner Advertisements, update or monitor them. Therefore, A World Within shall not be deemed responsible for any Partner Advertisements or any claims arising therefrom.

6. TERM AND TERMINATION

The term of the Agreements shall commence as of the date on which you provide us with your consent to be bound by the Agreements and will continue to apply to you until terminated by either you or A World Within. You acknowledge and agree that the perpetual license granted by you in relation to User Content, including feedback (under section 7.2 hereunder) is irrevocable and will therefore continue after expiry or termination of

any of the Agreements, for any reason. A World Within or the user may terminate the Agreements, at any time, for any or no reason. If A World Within or the user terminate the Agreements, you agree that we shall have no liability or responsibility to you, to the fullest extent permitted under applicable law. Please note that termination of the Agreements shall not affect any provisions of the Agreements which are expressly or by implication intended to come into force or continue in force on or after such termination.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1. *Ownership of Intellectual Property.* You hereby acknowledge A World Within's exclusive right, title and interest in and to the Services and to any and all Intellectual Property Rights (as defined below) evidenced thereby, embodied therein, and/or attached, connected or related thereto and any derivatives thereof including but not limited to all materials, any computer software (in object code and source code form), data or information employed or received by A World Within pursuant to the Agreements, include the modifications, improvements, updates, upgrades, enhancement, added features, inventions, ideas, insights, concepts, methods, designs, know-how, and processes relating to the same, whether created, developed, discovered or conceived in connection with the Agreements or otherwise including any other Intellectual Property Rights therein, and regardless of whether you or anyone on its behalf may have contributed to the conception of any of the foregoing, or paid A World Within for such, are and shall at all times vest exclusively with A World Within, and may not be used by yourself or anyone on your behalf.

For purposes of this Agreement, "**Intellectual Property Rights**" means all intangible legal rights, titles and interests evidenced by or embodied in or attached/connected/related to the Services, including without limitation: all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, designs, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, Confidential Information, and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations, translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

7.2. *Feedback.* You may choose to provide A World Within or any on its behalf, from time to time, as reasonably requested by A World Within with feedback concerning the functionality and performance of the Services, including, without limitation, identifying potential errors, enhancements, and improvements. Any feedback, suggestions, ideas or other inputs that you shall provide to A World Within in connection with the Services may be freely used by A World Within to improve or enhance its products and Services and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by yourself as aforesaid, shall vest solely with A World Within.

8. **FEES; PAYMENT**

8.1. The Services or any part thereof may be subject to payment of applicable fees, as shall be detailed by A World Within from time to time. The access to the Services and use of its features will be contingent upon timely payment of applicable fees. A World Within reserves the right to terminate your use of the Services in case of any failure on your part to timely pay any fees due by you to us. A World Within may, at its sole discretion, add, remove or change the features and Services it offers or the fees (including the amount or the type of fees) A World Within charges at any time. You agree that you are solely responsible for checking via the Services to confirm whether there are any new fees and their effective date(s). A World Within is not responsible for any charges or expenses you incur as a result from being billed by A World Within in accordance with these Terms.

8.2. When applicable, payment will be safely processed through a third party payment processor (a "**Payment Processor**") and then shall be paid to us. In the event of credit card fraud, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible. In addition, you agree: (i) that the services of Payment Processors may be used to process transactions; (ii) to review and be bound by the Payment Processor's terms of use and privacy policy; (iii) to only provide valid and current information for yourself; and (iv) that all payments made are final and non-refundable. You acknowledge that you may need to hold, or register, an active account with the Payment Processor. We are not responsible or liable for any activities or conduct of a Payment Processor,

and you agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us and any of our managers, directors, officers, shareholders, partners, affiliates, employees, consultants, service providers and/or any other person or entity acting on our behalf, in connection with or related to the conduct or any act or omission of a Payment Processor.

9. **DATA MANAGEMENT**

- 9.1. You are aware and agree: (i) to the terms of the Privacy Policy, which set forth and describe how A World Within collects and processes your information when you subscribe and use the Services; and (ii)(a) that A World Within has no obligation to review any information that A World Within collects for its accuracy or completeness, or for their potential violation of any third party rights and/or violation of any privacy rights, and/or to check or monitor any such contents for any of the foregoing before or during any provision of Services thereof, and (b) that you bear the entire responsibility and liability in connection with such information and/or their transference, use and analysis (including without limitation, to obtain any applicable third-party consent to the extent required under applicable laws).
- 9.2. Without derogating from any of A World Within's rights and remedies under the Agreements and/or under applicable law, A World Within will be entitled, at its sole discretion, to immediately discontinue the Services or any part thereof in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with such information.
- 9.3. *Security Measures.* A World Within implements commercially reasonable physical, technical, administrative and organizational safeguards to protect data against unauthorized processing and against accidental loss or destruction in accordance with accepted industry security practices. A World Within shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10. **SERVICES - DISCLAIMER OF WARRANTY; WARRANTY; AND LIMITATIONS OF LIABILITY**

- 10.1. A World Within does not warrant nor make any representation regarding the results, performance correctness, accuracy, completeness, reliability or otherwise of the Services and/or any information provided by A World Within. You are aware that the use of the Services depends and relies on third-party service providers and third-party products, services and infrastructure engaged by A World Within or yourself. A number of factors may impact the quality of your communications and use of the Services and may result in the failure of the Services communications, including, without limitation, the productivity, completeness, reliability of the: local network, firewall, internet service provider, the public internet and power supply. Any failure or slowdown or unavailability of the foregoing may directly or indirectly affect the manner in which the Services function. You are aware that any failure or slowdown or unavailability of third-party products, services, and infrastructure are beyond A World Within's control and A World Within takes no responsibility for any disruption, interruption or delay caused by any failure of, or inadequacy in any of these items or any other items over which we have no control, including, but not limited to, failures or delays resulting from labor disputes, strikes, lockouts, war, terrorism, riot, or acts of God.
- 10.2. Except for the limited warranties set forth herein, the Services and/or components provided therein are provided "AS IS" and "AS AVAILABLE" basis. You shall be solely responsible for any and all acts or omissions taken or made in reliance on the Services. To the fullest extent permitted by law, A World Within its officers, directors, employees, and agents disclaim any and all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability, title, fitness for a particular purpose or use, satisfactory quality, non-infringement, accuracy or completeness of the content of the Services or contents of any sites linked to the Services, that any data stored with A World Within will be secure or otherwise not lost or damaged, or that the Services will be uninterrupted or error free. No oral or written information or advice given by A World Within, its employees, distributors, dealers or agents shall increase the scope of the above warranties or create any new warranties.
- 10.3. A World Within makes no warranties or representations about the accuracy or completeness of the Services and assumes no liability or responsibility for any:

- 10.3.1. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content.
 - 10.3.2. Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Services;
 - 10.3.3. Any unauthorized access to or use of A World Within's servers and/or any and all personal information and/or financial information stored therein.
 - 10.3.4. any interruption or cessation of transmission to or from the Platform;
 - 10.3.5. any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party;
 - 10.3.6. the quality of any information, or other material obtained by you through the Services;
 - 10.3.7. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the Services.
 - 10.3.8. any content which is published, displayed and/or suggested through the Services, its integrity, accuracy and/or reliability; or
 - 10.3.9. Damages and losses due to the operation, failure or slowdown or unavailability of third-party products, services and infrastructure.
- 10.4. Without detracting from the above, A World Within or anyone on its behalf shall not be liable toward yourself or any third parties for indirect, direct, special, incidental, consequential or punitive damages, including, without limitation, any damage or injury to business earnings, lost profits or goodwill, business interruption, loss of business information, and/or personal injury, suffered by any person arising from and/or related with and/or connected to the use of or the inability to use the Services and any materials and/or components provided therein, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence) or otherwise,
- 10.5. Notwithstanding anything to the contrary herein, under no circumstances will A World Within or anyone on its behalf's aggregate liability towards yourself from all causes of action of any kind, including without limitation contract, tort, negligence, strict liability, breach of warranty, or otherwise, arising out of or related to this Agreement, exceed the fees actually paid to A World Within under the Agreements.

11. INDEMNIFICATION

- 11.1. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold A World Within, its affiliates, and their respective officers, employees and agents, harmless from any and all claims, suits, demands, or proceedings brought against A World Within by a third party insofar and to the extent that such claims are due to or arise out of:
- 11.1.1. your misuse or modification of the Services;
 - 11.1.2. any representation or warranty made by yourself concerning the quality, performance or other characteristics of the Services, inconsistent with the Agreements;
 - 11.1.3. infringement made by yourself, anyone on your behalf or under its permission, of intellectual property of any third party;
 - 11.1.4. a breach of your undertakings, representations, and warranties contained herein and/or breach of the terms of the Agreements or any applicable laws;
- 11.2. A World Within reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify A World Within, and you agree to cooperate with A World Within in defense of such claims. You further agree not to settle any such claim without A World Within's prior written consent.

12. NOTICES

Notices to you may be made via the App and/or email or published on the Agreements. A World Within may also provide notices of changes to the Agreements or other matters by displaying notices or links to notices to you generally on the Services. You agree that all agreements, notices, disclosures and any other communications that A World Within provide as aforementioned satisfy any applicable legal requirements that such communications be in writing.

13. **GENERAL**

By using or accessing the Services, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and A World Within. Any claim or dispute between you and A World Within that arises in whole or in part from your use of the Services shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. A World Within reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Nothing contained herein shall be deemed to create a joint venture, partnership, or agency relationship between A World Within (and anyone on its behalf) and yourself. Please note that a failure of A World Within to enforce any right granted herein or to take action against you in the event of any breach of these Terms shall not be deemed a waiver on our behalf as to subsequent enforcement of rights or subsequent actions in the event of future breaches. **YOU AND A WORLD WITHIN AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**