

## **Terms and Conditions**

Thank you for your interest in these Terms and Conditions (the "Terms").

These Terms constitute a legal agreement between you and Folder.parts governing the use of our website and Software as a Service Storage Visualization Solution and its features ("Services").

### **1. ABOUT US**

- 1.1. We are Folder.parts of Hashuk Street 23 Tel Aviv ("Folder.parts", "we", "us", or "our").
- 1.2. We operate <https://folder.parts> (our "website") and AI Checkout our Software as a Service Storage Visualization Solution (our "SaaS") and both collectively our "Services" and make our SaaS available to you through our website.
- 1.3. To contact us, please use [folderprts@gmail.com](mailto:folderprts@gmail.com).
- 1.4. These Terms were last updated on Monday, 26th of February, 2024, and are the current and valid version.
- 1.5. The name Folder.parts as well as related names, marks, emblems and images are registered trademarks and copyright of Folder.parts. All rights reserved © 2024.
- 1.6. The following additional terms apply to your use of our Services and form part of these Terms:
  - 1.6.1. Our Privacy Policy;
  - 1.6.2. Our Cookie Policy;

### **2. GENERAL TERMS**

- 2.1. We license use of our Services to you on the basis of these Terms.
- 2.2. The provisions set out in these Terms govern your access to and your use of our Services and shall constitute a legally binding agreement between you and us.  
We may change such terms from time to time and shall notify you accordingly if we do.  
If you do not agree to such terms, you must not use our Services.
- 2.3. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Services on these Terms.
- 2.4. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our website or your Account at any time, or remove or edit content (including content submitted by you) on our website or on any of our affiliated websites (including social media pages).
- 2.5. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our website or any other products, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time.  
You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

### **3. SAAS LICENCE**

- 3.1. Subject to your obligations set out in these Terms, we grant you, unless specifically agreed in writing, a personal, non-exclusive, non-assignable and non-transferable right to access and to use the Service within the limits determined by the plan chosen by you.
- 3.2. The license is granted for the sole and exclusive purpose of enabling you to use the Service for your internal purposes and distribution only to the exclusion of any other purpose.
- 3.3. The right of use shall mean the right to represent and implement the SaaS in accordance with its intended purpose, in Software as a Service (SaaS) mode via a connection to an electronic communications network.

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### **4. AVAILABILITY**

- 4.1. Although we will try to provide continuous access to the Service, we cannot and do not guarantee that our Services will be available 100% of the time and will not be liable in the event our Services are unavailable.
- 4.2. You acknowledge that availability of our Services depends further on your compliance with your usage allowances as per your selected plan and scheduled and emergency maintenance periods.  
We undertake to notify you of scheduled and unscheduled outages that are expected to take more than four (4) hours.

### **5. END OF LIFE**

We reserve the right to End-Of-Life (EOL) the Service at our sole discretion and shall provide 3 months notification of such EOL event.

If you prepaid Fees for a service which is subject to EOL, we will use commercially reasonable efforts to a) transition you to a substantially similar Service or b) upon our express written agreement, ensure the Service availability, without uptime guarantee or test bug fixes, patches, or enhancements to the Services.

### **6. SERVICE LEVELS AND SUPPORT**

- 6.1. During the Subscription Term, we shall render all commercially reasonable efforts to provide technical support to assist you in using the website and the Services.  
The total amount of technical support provided by us shall be governed under the fair use principle.
- 6.2. We have no obligation to provide any support:
  - 6.2.1. for anything other than our Services;
  - 6.2.2. if you or a third party has altered or modified any portion of the Services;
  - 6.2.3. if you have not used the Services in accordance with the documentation or instructions provided by us;
  - 6.2.4. to anyone other than you.
- 6.3. The response time for contacts concerning technical support made by you will not exceed 72 hours.  
If the response time exceeds 72 hours, we will present you with a technical justification and define a new deadline for carrying out and completing the support service.

### **7. PROPRIETARY RIGHTS**

- 7.1. You acknowledge and agree that we own all intellectual property rights in our Services.  
Except as expressly stated herein, this agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of our Services.
- 7.2. You confirm that you have all the rights in relation to our Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

### **8. PROVIDING DATA**

- 8.1. You are fully responsible for your data uploaded to our Services.  
We will not be responsible, or liable to any third party, for:
  - 8.1.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Services; or

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- 8.1.2. the loss of any content or data provided to us by you. You should keep a record of all such content and data.
- 8.2. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us.  
We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our website constitutes a violation of their rights under applicable law.
- 8.4. You shall own all rights, title and interest in and to all of your data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your data.

### **9. THIRD PARTY PROVIDERS**

You acknowledge that the Services may enable or assist it to access the Services content of, correspond with, services from third parties via third-party websites and that it does so solely at its own risk.

We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website and services, or any transactions completed, and any contract entered into by you, with any such third party.

### **10. FOLDER.PARTS'S OBLIGATIONS**

- 10.1. We undertake that the Services will be performed substantially in accordance with the information and description or documentation provided and with reasonable skill and care.
- 10.2. The undertaking at Clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us.  
If the Services do not conform with the foregoing undertaking, We will, at our expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance.  
Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in Clause 10.1.
- 10.3. Notwithstanding the foregoing, we:
  - 10.3.1. do not warrant that your use of the Services will be uninterrupted or error-free; nor that the Services, and/or the information obtained by you through the Services will meet your requirements; and
  - 10.3.2. Are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
  - 10.3.3. This agreement shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

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10.3.4. We warrant that we have and will maintain all necessary licenses, consents, and permissions necessary for the performance of our obligations under this Agreement.

### **11. PROHIBITED USES**

11.1. You may use our Services only for lawful purposes.

You may not use our Services:

- 11.1.1. in any way that breaches any applicable local or international laws or regulations;
- 11.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 11.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
- 11.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

11.2. You also agree:

- 11.2.1. not to reproduce, duplicate, copy or re-sell any part of our Services in contravention of the provisions of our Terms; and
- 11.2.2. not to access without authority, interfere with, damage or disrupt:
- 11.2.3. any part of our Services;
- 11.2.4. any equipment or network on which our website is stored;
- 11.2.5. any software used in the provision of our website; or
- 11.2.6. any equipment or network or software owned or used by any third party.

### **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. You acknowledge that all intellectual property rights in our Services anywhere in the world belong to us, that rights in our Services are licensed (not sold) to you, and that you have no rights in, or to, our Services other than the right to use them in accordance with these Terms.
- 12.2. Any intellectual property rights in content uploaded by you to our Services shall continue to belong to you or their respective owners.  
You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the website.
- 12.3. You acknowledge that you have no right to have access to our Services in source code form.

### **13. WARRANTIES**

- 13.1. While we make all efforts to maintain the accuracy of the information on our website, we provide the Services, website and all related content on an “as is” and “as available” basis, unless otherwise specified in writing.  
We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 13.2. Folder.parts makes no representations about the suitability, reliability, timeliness, comprehensiveness and accuracy of the information, services and other content contained on our Services.

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- 13.3. Folder.parts cannot guarantee that the information, services and other content contained on our Services will always be correct or fault, error and virus free.
- 13.4. Folder.parts does not accept liability for incorrect content or errors and omissions in the information, services and other content contained on our Services (whether of legal, typographical, technical, or other nature).
- 13.5. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose.  
We do not warrant that the Services, our website, the related content, or electronic communications sent by us are free of viruses or other harmful components.

### **14. LIMITATION OF LIABILITY**

- 14.1. We are not liable for the completeness, accuracy or correctness of any of the information, services and other content contained on our Services and any related content.  
You expressly agree that your use of the Services and our website, including reliance on any information, services and other content contained on our Services, is at your sole risk.
- 14.2. You agree not to use the Services, our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for:
- 14.2.1. loss of profits, sales, business, or revenue;
  - 14.2.2. business interruption;
  - 14.2.3. loss of anticipated savings;
  - 14.2.4. loss or corruption of data or information;
  - 14.2.5. loss of business opportunity, goodwill or reputation; or
  - 14.2.6. any other indirect or consequential loss or damage.
- 14.3. Nothing in these Terms shall limit or exclude our liability for:
- 14.3.1. death or personal injury resulting from our negligence;
  - 14.3.2. fraud; and/or
  - 14.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 14.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website.  
Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us.  
Any condition, warranty, representation or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### **15. INDEMNITY**

You agree to indemnify and hold us, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

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### **16. FORCE MAJEURE**

We shall have no liability to you under this agreement if we are prevented from or delayed in performing our obligations under this agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors and will notify you of such an event and its expected duration as soon as reasonably possible.

### **17. OTHER IMPORTANT TERMS**

- 17.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 17.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 17.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter.
- 17.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.  
If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6. Each of the conditions of these Terms operates separately.  
If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of Israel.  
In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim.  
If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Israel.