

TERMS OF USE

Welcome to SOCIAL PROMOTION DIGITAL at www.socialpromotion.digital (herein: **Website**). The Website is operated by SOCIAL PROMOTION DIGITAL COMPANY of S.E.O. Website Israel, reg. no. 326998986 (herein: **Company**).

Email: info@seowebiste.co.il

The Website serves as a platform for social media marketing and promotion solutions, e.g., Instagram, Facebook, YouTube, Tik Tok, etc.

Using, accessing, logging into and ordering from the Website constitute confirmation that you have read and agreed to be subjected to this Agreement, to any message displayed through the Website and to the services you have ordered through the Website.

You declare and undertake that you are competent and qualified to engage in this Agreement and that you are at least 18 years old. If you do not agree to the aforesaid hereinabove, you are not permitted to use the services offered on the Website.

As these Terms of Use constitute a binding legal agreement, it is recommended that you read them carefully.

1. Definitions

- Website – the website and/or company and/or its representatives, administration and/or anyone acting on behalf of the website.
- Users and/or Clients – the users of Website and/or clients who have registered to Website's services.
- Products, Services, Items – any product and/or service offered for sale on the Website.

Activity and/or Company's Activity – shall mean any service offered on the Website, including the purchasing and/or operating of servers to provide customer service.

2. Activity

- **The Website provides digital marketing and promotion solutions in social media, e.g., Instagram, Facebook, Tik Tok, etc., by way of establishing a shared community.**
- **The Website allows to make onetime purchases of various means of promotion, e.g., likes, comments, followers, etc.**
- **The service will be given to public profiles and pages only; ensuring the nature of the profile prior to purchasing the Website's services is under the User's responsibility only.**

3. Limitation of Website Liability

- The information on the Website is provided AS IS and is not guaranteed to be accurate or precise, and surely does not constitute legal opinion.
- Any information delivered or any content displayed on the Website and/or provided in a consultation call does not constitute professional consultation, recommendation and/or any opinion whatsoever. Meaning, using the information on the Website or the information given on a call is under the User's responsibility only and according to professional guidelines (non-binding to the Website).
- The Website may contain links to other websites. Such links do not indicate the content or reliability of the other websites. The Website shall not be liable for information or services displayed on the other websites.

- Any explanation/consultation/information given to the Users is given AS IS and without warranty. It is emphasized that the social networks may, at any point, change their policy and/or technology, thereby ceasing or disrupting the service.
- The Company reserves the right to change, remove, omit details from any content uploaded to the Website. Moreover, the Company reserves the right to add and remove services at its sole discretion.
- The Company and/or any on its behalf shall not be liable to direct and/or indirect damages caused as a result of using the service and/or product purchased on the website, and the aforesaid or presented therein does not constitute a professional opinion. Any information provided does not constitute professional consultation, recommendation or any opinion whatsoever. Meaning, using the information on the Website is under the User's responsibility only.
- The Website's services shall be subject to the terms of use and privacy policy of the social networks and also to the provision of the services offered on the website by them. Moreover, the Website shall not be liable to actions not under its control, e.g., removal of the likes and/or followers by the social networks after services had been rendered by the Website.
- The User is responsible to view the terms of use of the social networks in which the User is interested to active the Website's services, and by using the Website's services, the Client agrees to the terms of use of the social networks.
- Provision of service by the Website is subject to the provision of service by the social network. To the extent that the service is blocked, a marketing service similar to the purchased service shall be provided.
- To the extent that the profile and/or page that is the target of the purchase has been blocked by the social network – the Website shall not be liable to the Activity.
- It is possible that certain actions shall end upon disconnecting from the Website's services.

4. **Restricted License to Use**

- Subject to your compliance with the terms of this Agreement, you are hereby granted a personal license to use the Website's services. To the extent that you are engaging with the Website for another, you must update them as to the terms of this Agreement.
- The license to use is given to the User only and the User may not transfer it to another, whether with or without consideration.
- A transaction shall not materialize pending approval of the Website's administration.
- The Website's administration reserves the right not to approve the purchase of products and/or services by the User in case there is no payment confirmation for the payment method provided by the User or in case the User does not comply with the Website's rules and terms of use, or in case a computer-related fault has occurred in the transaction execution or according to any other applicable law.
- The Company and/or any on its behalf does not undertake to store information input into the Website by you; the responsibility to store and backup the contents are under your responsibility only.
- It is strictly prohibited to perform a robotic scan of the Website and/or impose unreasonable load on its services.
- The Company and/or any on its behalf may terminate its activity at any time and without prior notice and gives no commitment whatsoever with regards to the Website's availability.
- The Company and/or any on its behalf may transfer the Website's Activity at any time to a third entity that will replace Company.
- You hereby undertake to provide correct information to the Website and/or to any on its behalf and not to mislead, impersonate, defame, infringe privacy or act in violation of the law.
- The Company and/or any on its behalf shall not be responsible to malfunctions resulting from cyber sabotage, force majeure, purposeful/non-purposeful malfunction, hostility act, war, terror act, natural

disaster, malfunctions originated in the credit clearance companies and any such or other reason not due to or as a result of the Website's activity, both by action and by omission.

5. Privacy Policy

- You hereby allow the Website and/or any on its behalf to send advertising offers as aforesaid in Section 30a of the 1982 Communications Law (Telecommunications and Broadcasts) related to the Website's fields and any other field. If you are not interested in receiving ad material, please send an email to the email address specified in this Agreement stating that you do not wish to receive messages.
- It is hereby clarified that the Website may use any information provided by you or collected during your use of the Website for marketing and/or commercial needs and/or to customize the service, including by way of creating a public index of business owners, in which your business details will be showcased, e.g., occupation, address, telephone, etc.
- The Website will transfer any information provided as such to any competent authority by law, to the extent it is required and/or imposed to do so under law.
- While using the Website, the Website might collect personal information about you (e.g., but not limited to, your name, contact methods, your email address, phone number, etc.) and also non-personal information (e.g., but not limited to, device type, operating system, browser, etc.).
- The Website shall use the collected information according to the provisions of this policy or the provisions of any law, for the following purposes:

Allowing customized User experience.

Improving the Website or service, e.g., we might use User feedbacks.

Handling disputes.

Handling technical problems.

Sending periodic emails in case the User elected to receive them.

Supervising compliance with these Terms of Use and protecting Company rights.

Any other action the Company is permitted to do under any law.

- You hereby grant the Website approval to hold the information you have provided in the Website's database for the purpose of sending marketing offers for the Website and/or others.
- Choosing the "Contact" button, followed by completion of the required Client details (including name and phone number, etc.) in the relevant fields, shall allow company to directly contact the Client using the details mentioned above.
- The Website makes great efforts to safekeep and secure the information, however, it cannot guarantee that the information is immune to and will not be exposed to unauthorized access. By using the Website, you hereby confirm that you are aware of these restrictions and agree to using the Website.
- It is possible that the credit card clearance company stores credit data in its databases. The responsibility for securing such data applies to the clearance company only.
- The User may, at any point, submit a request to have their personal account deleted from the Website by sending an email to the email address specified hereinabove. However, the User acknowledges that the account deletion shall not automatically delete their details from the Company's database and the Company reserves the right to use the User's information according to the law, and also keeping a purchase history.
- You acknowledge that the Website uses cookie files to be able to identify the device you are using to browse the Website, collect statistical data on your use of the Website, on the Website's performance, and to improve your usage experience. This concerns information that is collected automatically via collection of data organized in the Website records ("logs").

6. Ownership of Intellectual Property

- You hereby undertake to respect copyrights and/or intellectual property rights and/or other rights under any law, belonging to the Company and/or the Users, and to avoid infringing on and/or changing and/or disrupting contents in the Website or infringe on any third party rights.
- It is strictly prohibited to publish content that infringes on third party rights on the Website, in its services and in the forums it will operate and/or in the social network groups, including any breach of copyrights, moral right, trademark, patent, etc.
- All rights and/or intellectual property rights published on the Website and/or the technology and/or advertising methods are under the Company's ownership and are protected under any law, including, the accounts, titles, computer code, theme, objects, characters, names, stories, dialogues, key sentences, locations, ideas, artistic presentations, animations, sounds, musical creations, picture and sound effects, operating methods, client lists, market distribution, user lists, graphics, information provided by the Users, etc.
- The Website contents are under Company's sole ownership unless associated with the logo or commercial trademark of another.
- **It is strictly prohibited to copy, photocopy, translate, store in a database, broadcast or receive in any form, via any electronic, optic, mechanical or other means; commercial use, wholly or partially, is unauthorized, and/or it is strictly prohibited to create derivative works, and these constitute, *inter alia*, criminal offense and civil and contractual wrongdoing.**

7. Payment Method and Purchase Confirmation

- **When placing the service order, the User shall provide their payment method details, the personal details of the payment method holder and the contact details of the payment method holder, as requested.**
- **You hereby undertake to use the payment methods according to law and according to the instructions of the payment method holder and/or issuer.**
- **After placing the order, an invoice will be sent to the Client within 48 hours in view of the payment at the email address provided by the User in the order. It shall be emphasized that invoices are sent automatically. If an invoice was not received during the period mention hereinabove, you must contact the Website at the email address mentioned hereinabove.**
- **The Client undertakes to provide accurate details about them and about the payment method.**
- **The Client undertakes to bear all payments imposed on them according to the price displayed on the Website.**
- **The records of the Company and/or of any on its behalf shall constitute *prima facie* evidence of your purchase placement.**
- **You hereby undertake to safekeep your password and user name and it is clarified that any Activity that included the typing of a password shall bind you to the provisions of these Terms of Use.**

8. Restriction of Right to Cancel Order and Refund

- **You hereby declare that this engagement is for commercial and not consumer purposes. However, inasmuch as it is determined by a competent authority that the engagement is governed by the 1981 Consumer Protection Law (herein: Consumer Protection Law), the provisions of S. 14c and 14c1 of the Consumer Protection Law shall apply as follows:**

“14c(c) In a remote sales transaction, the consumer may cancel the transaction in writing -

(1) In a property – as of the transaction date and up to fourteen days as of receiving the property, or as of the date of receiving the document that contains the details aforesaid in sub-section (b), whichever comes later;

14c1(c) In a remote sales transaction done with a consumer who is a person with disabilities, a senior citizen or new immigrant, the consumer may cancel the transaction within four months of the transaction date, as of the date of receiving the property or as of the date of receiving the document that contains the details aforesaid in section 14c(b), as applicable, whichever comes later, and provided that the transaction engagement included a conversation between the dealer and consumer, including a conversation by way of email correspondence.”

The provisions of sub-section (c) shall not apply to a remote sales transaction of -

- (1) Perishable goods;
- (2) Accommodation, travel, vacation or recreational services, in case the transaction cancellation date is within seven non-rest days, prior to the date in which the service is to be rendered;
- (3) Information as defined in the 1995 Computers Law;
- (4) Goods manufactured especially for the consumption as a result of the transaction;
- (5) Goods that can be recorded, transcribed or duplicated, and whose original packaging was opened by the consumer.”

It shall be clarified:

The Company begins the Activity immediately upon purchase confirmation, and is unable to cancel such Activities.

For the purpose of rendering the services, the Company purchases designated services from third parties immediately upon the receiving the purchase confirmation, therefore the transaction cannot be cancelled.

- The aforesaid hereinabove is specified to remove any doubt and does not constitute legal advice.
- The right to cancel hereinabove is effective for a consumer that meets the definition of the Consumer Protection Law but is not effective or established for any non-consumer.

9. Updating the Terms of Engagement

- The Website reserves the right to update the terms hereinabove from time to time, including the affiliate marketing terms, at its sole discretion and without giving prior notice.
- Any change will be binding as of the date of being published on the Website.

10. Indemnification

- You hereby undertake to indemnify the Company and/or any on its behalf for any argument, claim, damage, loss, loss of profit, payment or expense caused to Company, including lawyer fees and real legal expenses, due to your violation of these Terms of Use or the law, or due to an action or inaction by the User that is associated with the Company or with any on its behalf.

- Furthermore, in case you violate these Terms of Use, the Company may reveal your name and the information it has about you in any legal proceeding and in general, even if no judicial order is given with such instruction.

11. Jurisdiction

- Any dispute between Client/User/Buyer shall be heard by the competent courts of the Tel Aviv District only, according to Israeli laws only.

12. Notices to Website and Service of Legal Documents

- Any notice to the Website and/or service of legal documents to Website shall be considered as delivered only upon their receipt by Company at _____ and via email: info@seowebste.co.il.
- Service of documents by registered post or by posting them on the front door at the registered address in the User's ID card shall constitute legal service, even if the recipient does not regularly reside at that address.