

Terms of Service

Last updated: March 2024

These Terms of Service, which we'll refer to simply as the "**Terms**," set out the rules by which you may use our Services. The Terms explain how our Services work and provide you with a list the "dos and don'ts" when using them. These Terms are more than just rules, though – they form a legally binding contract between us and you that you accept by using our Services. Please read through this document carefully and make sure these Terms are acceptable to you. If you don't agree to any of these Terms, do not continue using the Services. If you have any questions, please don't hesitate to contact us at info@aistriv.co.

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1. The Basics

1.1. Key Terms.

1.1.1. We are AiStrive Ltd. and we'll refer to ourselves as "**AiStrive**", "**us**", "**our**", or "**we**". Our offices are located at Herzog 23, Givatayim, Israel, and our registration number is 516961109.

1.1.2. When we use the term "**you**," we mean anyone using our Services.

1.1.3. When we refer to our "**Site**," we mean aistriv.co and when we refer to our "**Services**," we mean any services available on the Site.

1.2. Privacy. When you use our Services, we collect Personal Data (as defined in the Privacy Notice) about you. Check out our Privacy Notice at [this link](#) for details about the types of Personal Data we collect, what we do with it, the security measures we use to keep it safe, and the rights you have regarding your Personal Data.

1.3. Changes to these Terms. We may update these Terms from time to time and will post the updated version on this page with the date it was published. Please check this page occasionally to make sure you're aware of the Terms that apply to you. If you continue to use our Services after we update the Terms, that means that you agree to and accept the updated version.

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2. **Our Services.** Subject to these Terms, AiStrive allows you to use the Site on a non-exclusive basis for your own personal use.

3. **Use Restrictions**

- 3.1. You may not do or attempt to do or allow a third party to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the code or software used to provide the Services, including framing or mirroring the Services; (2) copy, modify, or distribute the Services in any manner not permitted by these Terms; (3) circumvent or interfere with security-related features of the Services or features that restrict unauthorized use of or access to any content on the Site; (4) use any robot, spider, site search or retrieval application, or any other process to retrieve, index, and/or data-mine the Content or circumvent the navigational structure of the Services in any other way; (5) remove, alter, or conceal any copyright, trademark, service mark or other such notices incorporated in the Services; and (6) use the Services in any manner not permitted by applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws or use in countries subject to sanctions under applicable law.
- 3.2. You may not use our Services if doing so is unlawful. We will cooperate with any law enforcement authorities or court orders requesting that we disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

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4. **Representations.** By accepting these Terms, you represent that: (a) you are at least 18 years old and have the ability to form a binding contract; (b) your use of the Services will not violate any applicable law or any obligation you have to a third party. You also undertake that you will use the Services in compliance with applicable law at all times, including all applicable export laws to ensure that neither the Services nor any related materials are unlawfully exported.

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5. **Intellectual Property.** We retain all worldwide intellectual property rights, title, and interest in our Site and Services, including their overall appearance and any text, graphics, designs, videos, interfaces, and underlying source files of the Services, any content we provide, and our name, trademarks, and logos. In some cases we have gotten the right to use certain elements from others as part of our Services and in that case, those elements are owned by their respective owner/s. Even though we're allowing you to use our Services, that doesn't mean that we're transferring ownership or any other rights to you or that we're allowing you to use our name, any trademarks, logos, or similar property as your own.

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6. **Indemnification.** You agree to indemnify, defend, and hold harmless AiStrive, its affiliates, and their respective directors, officers, employees, subcontractors, and agents from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that may be incurred, that arise directly or indirectly from your: (a) breach of these Terms, including any of your representations or warranties, whether by you or by anyone using your account or device, and whether or not that use was authorized by you; (b) use or misuse of the Services; (c) violation of any law or regulation, including breach of applicable data protection laws; and (d) infringement of any right of any third party.

7. Disclaimers

- 7.1. WE DO NOT MAKE ANY WARRANTIES (IMPLIED, STATUTORY, OR OTHERWISE) ABOUT THE SITE, SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE OF GOOD QUALITY, USEFUL FOR YOUR SPECIFIC NEEDS OR ANY PARTICULAR PURPOSE, ACCURATE, ERROR-FREE (OR THAT ERRORS WILL BE CORRECTED), RELIABLE, SECURE, COMPLETE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE PROVIDED IN A TIMELY MANNER. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS.
- 7.2. We cannot control the functionality of services provided by third parties and assume no responsibility for any telephone or network line failure or interruption, or traffic congestion on the Internet or on the Services themselves. We cannot control the actions of bad actors and do not guarantee that we will successfully prevent unauthorized access to or alteration of the Services.
- 7.3. In light of the above, you understand that using the Services entails some degree of risk. When you choose to use the Services, you do so at your sole discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties and therefore some of the above exclusions may not apply to you. Check your local laws for any restrictions regarding the exclusion of implied warranties.

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8. Limitation of Liability

- 8.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AISTRIVE AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR SUBCONTRACTORS SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS THAT IS NOT A DIRECT RESULT OF YOUR USE OF THE SERVICES. THIS INCLUDES ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT AISTRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. OUR MAXIMUM AND AGGREGATE LIABILITY UNDER THESE TERMS AND UNDER ANY CAUSE OF ACTION WILL NOT EXCEED A CUMULATIVE AMOUNT OF USD \$50.

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9. **Notices.** To provide an official notice in accordance with these Terms, either we or you may send a notice by courier, registered mail, or by email to the addresses we provide to each other. Either party may assume its notice has been received one after: (1) business day following delivery by courier, four (4) business days following delivery by registered mail, and one (1) business day after email transmission.
10. **General.** These Terms constitute the entire agreement between us and you regarding our Services, and any and all other agreements existing between us regarding the Services are hereby terminated. We may assign our rights and obligations in these Terms to any third party. You may not assign any of your rights or obligations in these Terms to anyone else and any attempt to do so will be void. If either party waives any rights regarding any breach or default of these Terms, that waiver shall not be deemed to waive any other breach or default. The courts in the State of Israel shall have exclusive jurisdiction over any disputes regarding these Terms. The laws of the State of Israel shall govern these Terms without regard to the United Nations Convention on the International Sales of Goods. In the event that a court rules that a provision of these Terms is unenforceable, that provision shall be replaced with an enforceable provision which most closely achieves the effect of the original and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between us and you, and nothing in these Terms enables you to act on our behalf.

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