

Project Master Terms of Service

Scheduler Systems Ltd

scheduler-systems.com

Confidential

Last Updated: December 3, 2025

Platform Terms of Service

Service Notice

Project Master is currently in research preview. Automated billing and payment processing features described in these Terms are not yet available. All billing is currently handled manually. For project inquiries and pricing, please contact us at support@scheduler-systems.com.

These Terms of Service (the "Terms") constitute a binding legal agreement between you ("Client", "you", or "your") and Scheduler Systems Ltd (collectively, "Scheduler Systems", "we", "us", or "our") governing access to and use of the PM platform (the "Platform"), accessible at pm.scheduler-systems.com, and all related services.

By accessing or using the Platform, registering for an account, or submitting a project request, Client agrees to be bound by these Terms. If Client does not agree to these Terms, Client shall not use the Platform.

1.1 Electronic Acceptance and Signatures

Client acknowledges and agrees that:

- **Electronic Acceptance:** Client's electronic acceptance of these Terms by clicking "I Accept," checking an acceptance box, completing registration, making payment, or using the Platform constitutes Client's legally binding electronic signature
- **Legal Validity:** Electronic signatures, records, and contracts have the same legal force and effect as manually signed paper documents under the Israeli Electronic Signature Law, 5761-2001, and applicable international laws including the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN) and similar legislation
- **Intent to Be Bound:** By electronically accepting these Terms, Client intends to be legally bound and acknowledges that Client has read, understood, and agrees to be bound by all provisions
- **Acceptance Confirmation:** Upon acceptance, Scheduler Systems will send Client an email confirmation with the acceptance date and a link to view these Terms online

1.2 Electronic Communications and Records

- Consent to Electronic Communications: Client consents to receive agreements, notices, disclosures, invoices, and other communications from Scheduler Systems electronically via email, Platform notifications, or posting on the Platform
- Record Retention: Scheduler Systems will maintain electronic records of Client's acceptance (including date, time, IP address, and version accepted). Client may view these Terms online at any time via the Platform
- System Requirements: To access and view electronic records, Client must have: (a) a valid email address; (b) internet access; (c) a current web browser with cookies enabled
- Withdrawal of Consent: Client may withdraw consent to electronic transactions by terminating Client's account; however, withdrawal does not affect the validity of electronic transactions completed prior to withdrawal

2.1 Platform Services

Scheduler Systems provides software development and project management services through our professional team, including:

- Software Development: Web applications, mobile apps, custom software, APIs, and technical implementation
- Project Management: Project planning, requirements analysis, technical architecture, quality assurance, and delivery coordination

2.2 Service Delivery

Scheduler Systems operates as a managed service provider. Client engages Scheduler Systems directly, and all Services are delivered through Scheduler Systems' professional team.

Client acknowledges that:

- No direct relationship exists between Client and any individual team member
- All service obligations are the sole responsibility of Scheduler Systems
- Scheduler Systems has sole discretion over team composition and assignment

2.3 Project Scope and Documentation

2.3.1 Scope Documentation Requirement: When commercial services become available, all Services provided by Scheduler Systems shall be governed by documented project scope established in writing. Project scope documentation may include initial consultation notes, email correspondence, project briefs, written requirements, or formal statements of work, and must include:

- Project description and objectives
- Desired deliverables and success criteria
- Timeline requirements and constraints
- Any specific technical requirements or constraints

2.3.2 Scope Acceptance: For commercial engagements, Client acknowledges and agrees that payment of the initial sprint fee and commencement of Services constitutes Client's acceptance of the project scope as documented in writing.

2.3.3 Project Engagement Process: Each commercial project engagement shall include:

- Initial consultation and requirements gathering
- Written documentation of agreed scope
- Resource allocation and timeline estimates
- Regular progress updates and communication throughout the engagement

2.4 Accessibility

Scheduler Systems shall maintain digital accessibility standards for persons with disabilities in accordance with applicable law. Scheduler Systems shall apply relevant accessibility standards to the Platform.

The Platform shall conform with Israeli Standard 5568 (based on WCAG 2.1 Level AA) as required by the Israeli Equal Rights for Persons with Disabilities Law, 5758-1998.

For complete information about our accessibility commitment, features, and compliance, please see our [Accessibility Statement](#).

Accessibility barrier reports shall be submitted to: support@scheduler-systems.com

2.5 Service Commencement

When commercial services become available, Services may commence pursuant to the following engagement pathways:

2.5.1 Initial Engagement Process (Planned):

- Initial consultation (electronic chat-based, video consultation available upon request) to assess Client requirements
- Team assignment based on project requirements and available resources
- Prepayment for first 2-week sprint (variable hours based on project scope, see Section 4.2)

- Service commencement subject to team availability and project scope assessment. Scheduler Systems will use commercially reasonable efforts to commence Services promptly upon receipt of payment.

2.5.2 No Minimum Term (When Available): Client may engage the Services on a sprint-by-sprint basis, with no minimum commitment beyond the initial sprint.

- Flexible sprint-based engagement
- Client may terminate with advance written notice (see Section 11.2)
- Refunds subject to company policy (see Section 4.8)

2.5.3 Scope Documentation (When Available): All commercial Services shall be governed by project scope documentation as defined in Section 2.3 (Project Scope and Documentation). Client must provide required documentation and prepayment for initial sprint per Section 4.2 prior to service commencement.

2.6 Feasibility Assessment and Right to Decline

2.6.1 No Guarantee of Technical Feasibility: Scheduler Systems does not warrant that all client requests are technically feasible, achievable within desired timelines, or align with industry best practices. Software development, design, and marketing involve inherent uncertainties.

2.6.2 Right to Decline Projects: Scheduler Systems reserves the right to:

- Decline projects that fall outside available team expertise or skillsets
- Decline projects assessed as technically unfeasible or impractical
- Recommend alternative approaches if initial requirements appear problematic
- Suggest engaging specialists outside Scheduler Systems' network for highly specialized needs

2.6.3 Discovery During Engagement: If technical challenges or feasibility issues are discovered after work commencement, and Scheduler Systems determines that:

- Client goals are not achievable with available technology or resources
- The project requires expertise not available within Scheduler Systems' network
- The approach is fundamentally flawed or inadvisable

Scheduler Systems shall notify Client immediately, explain the assessment, and discuss options including: pausing work to reassess approach, pivoting to a different solution, or ending the engagement with a refund of any unused hours.

2.6.4 Protection During Initial Period: If Scheduler Systems determines a project is unfeasible during initial engagement, refund requests will be considered on a case-by-case basis per Section 4.8.

2.6.5 Good Faith Communication: Scheduler Systems shall provide transparent communication regarding feasibility. If a project objective is unachievable or inadvisable, Scheduler Systems shall communicate this directly to Client.

2.6.6 No Liability for Unfeasibility: Scheduler Systems shall not be liable for:

- Delays or failures caused by technical infeasibility discovered during work
- Client requirements that prove unachievable
- Third-party technology limitations or API restrictions
- Market, competitive, or business outcome failures

Client acknowledges that fees are charged for professional time and expertise, not for guaranteed results or outcomes.

2.7 Service Standards

When commercial services become available, Scheduler Systems strives to meet the following service standards. These are planned service targets for commercial engagements, not contractual guarantees:

2.7.1 Team Availability & Communication (Planned):

- Scheduler Systems assigns team members to the Client's sprint during the active sprint period
- Scheduler Systems maintains regular communication during business hours (Sunday-Thursday, 9am-6pm Israel time)
- Progress updates are provided throughout the sprint as appropriate

2.7.2 Sprint Delivery Process (Planned):

- Sprint planning at sprint start
- Mid-sprint progress updates as appropriate
- Sprint review at sprint conclusion
- Hour tracking updates in Client portal

2.7.3 Quality Standards:

- Development code reviewed by senior developer before delivery

- Design work follows accessibility standards (Israeli Standard 5568 / WCAG 2.1 Level AA)
- Security best practices followed for custom code
- Testing performed before work considered complete

2.7.4 Professional Conduct:

- Clear, transparent communication about progress, challenges, and timelines
- Proactive notification of blockers or issues requiring Client input
- Respectful, professional interaction
- Commitment to understanding and meeting Client business goals

Disclaimer: These objectives are non-binding service targets. Actual delivery depends on scope complexity, Client collaboration and input, third-party dependencies, and factors beyond Scheduler Systems' control. Scheduler Systems shall use good-faith efforts to meet these standards but shall not be held legally liable if specific objectives are not met in particular circumstances.

Service quality inquiries shall be directed to: support@scheduler-systems.com

2.8 Scope Changes and Change Orders (When Available)

2.8.1 Change Request Process (Planned): When commercial services are available, if Client wishes to modify the agreed project scope during an active sprint, Client shall submit a written change request to Scheduler Systems detailing:

- Description of the requested change
- Reason for the change
- Desired timeline for implementation
- Any dependencies or constraints

2.8.2 Impact Assessment: Scheduler Systems will provide an impact assessment when requested, which may include:

- Estimated additional hours required
- Impact on current sprint timeline and deliverables
- Impact on prepaid hour bank balance
- Recommendation to proceed in current sprint or defer to next sprint

2.8.3 Client Approval: Scheduler Systems shall not proceed with scope changes until Client provides written approval (email confirmation is sufficient). Approval constitutes Client's agreement to any additional hours or timeline adjustments identified in the impact assessment.

2.8.4 Documentation: All approved scope changes shall be documented in sprint reports and reflected in hour tracking.

2.8.5 Informal Adjustments: Minor adjustments that do not materially impact hours or timeline (e.g., small UI tweaks, copy changes) may be handled informally without formal change order process, at Scheduler Systems' discretion.

2.8.6 Expedited Change Process for Urgent Requests:

For urgent change requests requiring immediate implementation (e.g., critical bug fixes, security vulnerabilities, production outages, time-sensitive business needs), Client may request expedited processing:

Expedited Request Process:

- Client shall clearly mark the request as "EXPEDITED - URGENT" in the subject line
- Client shall provide detailed justification for urgency and business impact
- Client shall specify maximum acceptable timeline for implementation
- Client shall provide all necessary information and resources immediately

Expedited Response: Scheduler Systems will use reasonable efforts to respond to expedited requests promptly during business hours (Sunday-Thursday, 9am-6pm Israel time), subject to team availability. Response times are not guaranteed.

Conditions and Limitations:

- No Guarantee: Expedited processing does not guarantee immediate implementation. Actual timeline depends on team availability, current sprint commitments, technical complexity, and resource constraints
- Hour Bank Requirement: Client must have sufficient unused hours in prepaid bank to cover estimated expedited work. If insufficient hours remain, Client must prepay for additional hours before expedited work begins
- Impact on Current Sprint: Expedited work may displace other planned sprint tasks. Scheduler Systems will communicate trade-offs and recommend whether to proceed in current sprint or defer other work
- After-Hours Work: Expedited requests outside business hours (evenings, weekends, holidays) are subject to team availability and may not be feasible. Scheduler Systems will

make reasonable efforts but does not guarantee after-hours response

- No Additional Fees: Expedited processing does not incur premium or rush fees. All work is billed at standard hourly rate

Alternative for True Emergencies: For genuine emergencies (e.g., production system down, active security breach, critical data loss), Client should:

- Email support@scheduler-systems.com with subject "EMERGENCY - PRODUCTION ISSUE"
- Include contact phone number for immediate callback
- Describe the emergency, business impact, and affected systems

Scheduler Systems will make best efforts to respond to genuine emergencies promptly, subject to team availability. However, Client should not rely exclusively on Scheduler Systems for emergency response and should implement appropriate internal incident response procedures and backup support resources.

Misuse of Expedited Process: The expedited process is intended for genuinely urgent situations. Repeated misuse or abuse (e.g., marking routine requests as urgent) may result in Scheduler Systems declining to honor expedited processing for future requests.

3.1 Account Creation

To use the Platform, Client must:

- Provide accurate, current, and complete registration information
- Maintain and promptly update account information
- Maintain the security of account credentials
- Notify Scheduler Systems immediately of any unauthorized access

3.2 Account Eligibility

Client must be at least 18 years of age and have the legal authority to enter into these Terms. If registering on behalf of a company or organization, Client represents that Client has the authority to bind that entity to these Terms.

3.3 Account Suspension

Scheduler Systems reserves the right to suspend or terminate Client account for violation of these Terms, non-payment, or any conduct Scheduler Systems deems harmful to the Platform or other users.

Note: The billing and payment processing features described in this section represent our planned commercial service model and are not yet available during the beta period. For current project inquiries, please contact support@scheduler-systems.com.

4.1 Hourly-Only Billing Model (Coming Soon)

When commercial services become available, all services will be billed exclusively on an hourly basis at \$50 USD per hour (exclusive of VAT). Scheduler Systems does not plan to offer fixed-price contracts or project-based flat fees.

Rate Adjustments: Scheduler Systems reserves the right to modify rates at any time. Rate changes shall not affect sprints already prepaid. Client will be notified of rate changes via email.

4.2 Prepaid Bank of Hours – 2-Week Sprint Model (Coming Soon)

4.2.1 Prepaid Sprint Structure (Planned):

When available, Services will be delivered in 2-week (14-day) sprint cycles. Before each sprint begins, Client shall prepay for a "bank of hours" representing the estimated hours required for that sprint.

4.2.2 Variable Hours Per Sprint: The prepaid hours for each sprint are variable and determined based on project scope and requirements. There is no fixed minimum or maximum.

4.2.3 Billing for Actual Hours Worked: Client prepays for estimated hours, but Client is charged only for actual hours worked. If a sprint uses fewer hours than prepaid, unused hours automatically roll over to Client's next sprint.

Example: Client prepays for 20 hours. Scheduler Systems uses 15 hours during the sprint. The remaining 5 hours roll over to Client's next sprint automatically.

4.2.4 Payment Timing:

- First Sprint: Payment required before work begins (2-3 business days for processing)
- Ongoing Sprints: Scheduler Systems shall invoice for next sprint approximately 5 days before current sprint ends
- Sprint Start: Each sprint begins once payment is confirmed

4.2.5 Unused Hours Rollover and Refund Policy:

- Continuing Engagement: Unused hours automatically roll over to Client's next sprint
- Upon Termination: All unused prepaid hours shall be fully refunded within fourteen (14) calendar days of termination

- No Expiration: Hour bank does not expire during active engagement

4.2.6 Sprint Reporting (Planned): When commercial services are available, Client receives:

- Mid-Sprint Update: Progress report showing hours consumed vs. remaining balance
- End-of-Sprint Summary: Final hours used, tasks completed, and remaining bank balance
- Next Sprint Invoice: Recommended hours for next sprint based on planned work

4.2.7 Adjusting Sprint Bank (When Available): Client may adjust prepaid hours for subsequent sprints at Client's discretion without penalty.

4.3 Payment Methods and Processing (Coming Soon)

4.3.1 Accepted Payment Methods (Planned):

- Bank transfer (wire transfer)
- Credit card (Visa, Mastercard, American Express) (Coming Soon)
- PayPal or other digital payment platforms as mutually agreed (Coming Soon)

4.3.2 Payment Processing Time (When Available): Client shall allow 2-3 business days for payment processing and confirmation. For international wire transfers, allow 3-5 business days.

4.3.3 Sprint Start Timing (When Available): Sprint may commence once payment is received and confirmed, subject to team availability. Scheduler Systems will coordinate sprint start timing with Client.

4.3.4 Currency: All fees are quoted and payable in United States Dollars (USD). For non-USD payments, current exchange rates apply at time of payment.

4.3.5 Payment Processing: When commercial services become available, all payments for Project Master Services will be received by Scheduler Systems Ltd (517139382 .פ.ח), our operating entity registered in Israel. This includes credit card payments, bank transfers, wire transfers, and all other payment methods.

4.4 Sprint Non-Payment (When Available)

4.4.1 Prepaid Model: When commercial services are available, under the prepaid sprint model (Section 4.2), work does not commence until payment is received.

4.4.2 If Next Sprint Is Not Prepaid (When Available): If Client does not prepay for a subsequent sprint:

- Current sprint work will be completed as scheduled

- No new sprint will commence until prepayment received
- Assigned team members may be reallocated after 5 business days
- Unused hour bank remains valid (see Section 4.2.5)

4.4.3 Termination vs. Pause: Failure to continue to next sprint does not constitute termination. Client may resume by prepaying for a new sprint. For formal termination and refund of unused hours, Client shall provide written notice to Scheduler Systems per Section 4.9.

4.5 Disputed Invoices (When Available)

When commercial services are available, any invoice disputes must be raised in writing within five (5) business days of invoice receipt. Undisputed portions must be paid on time.

4.6 Taxes, VAT, and Withholding

4.6.1 Exclusive of Taxes: All fees stated in these Terms are exclusive of all taxes, levies, duties, and governmental charges (collectively, "Taxes"), including but not limited to value-added tax (VAT), goods and services tax (GST), sales tax, use tax, withholding tax, and customs duties.

4.6.2 Client Responsibility: Client is responsible for all Taxes imposed on or relating to Services, except for taxes based on Scheduler Systems' net income.

4.6.3 Israeli VAT - General Rules: Israeli Value Added Tax ("VAT") is governed by the Israeli Value Added Tax Law, 5736-1975. The current standard VAT rate is 17% (subject to change by Israeli law).

4.6.4 Israeli VAT - B2B Transactions (Reverse Charge Mechanism): If Client is an Israeli VAT-registered business entity ("Osek Murshe" or authorized dealer):

- Reverse Charge Applies: VAT shall not be added to invoices issued by Scheduler Systems. Instead, Client shall self-account for VAT using the reverse charge mechanism pursuant to Section 3(d) of the VAT Law
- Client Obligations: Client is responsible for reporting and remitting VAT to the Israeli Tax Authority. Client shall report the transaction as both output tax (VAT payable) and input tax (VAT deductible) on Client's VAT return, resulting in typically neutral VAT impact for eligible businesses
- Invoice Documentation: Invoices issued under the reverse charge mechanism shall include statement: "Reverse charge - VAT to be accounted for by customer" and Client's VAT registration number

4.6.5 Israeli VAT - Non-Registered Businesses and Consumers: If Client is not VAT-registered in Israel (including consumers, sole proprietors below registration threshold, or entities exempt from VAT registration):

- VAT Added to Invoice: Scheduler Systems shall add 17% VAT to all invoices
- Total Amount Due: Client shall pay the fees stated in these Terms plus applicable 17% VAT
- Example: Services fee + 17% VAT = Total amount due

4.6.6 International Clients (Outside Israel): If Client is located outside Israel and Services are considered exports under Israeli VAT Law:

- Zero-Rated for Israeli VAT: Israeli VAT shall not apply to Services (0% rate for exports of services)
- Client's Local Taxes: Client is responsible for determining and remitting any local Taxes applicable in Client's jurisdiction

4.6.7 Tax Registration Numbers: Scheduler Systems' Israeli company registration number (9.n.): 517139382. VAT registration number: 517139382.

4.7 Consumer Rights (if applicable)

If Client is a consumer under Israeli Consumer Protection Law, 5741-1981:

- Client may have cancellation rights subject to applicable consumer protection laws (see Section 4.8)
- Client may be entitled to remedies for defective services under consumer protection law
- Liability limitations may not apply to the full extent stated if prohibited by mandatory consumer law
- Client has rights under mandatory consumer protection laws that cannot be waived

For consumer inquiries, contact: support@scheduler-systems.com

4.8 Refund Policy (When Available)

When commercial services are available, refunds are at Scheduler Systems' sole discretion. Scheduler Systems may, but is not obligated to, provide refunds for:

- Unused prepaid hours upon account termination
- Services not yet delivered
- Technical issues preventing service delivery

To request a refund, contact support@scheduler-systems.com with account details and reason for request. Refund decisions will be made on a case-by-case basis.

No refunds will be provided for:

- Services already delivered or work already performed
- Accounts terminated for violation of these Terms
- Dissatisfaction with results or outcomes
- Changes in Client's business needs or priorities

This policy is subject to applicable consumer protection laws.

4.9 Termination Rights and Cancellation (When Available)

4.9.1 No Minimum Commitment: When commercial services are available, there is no minimum number of sprints required. Client may engage for a single sprint and terminate at any time.

4.9.2 Termination Process (When Available): To terminate the engagement, Client shall:

- Client shall provide fourteen (14) calendar days' advance written notice before next sprint payment is due
- Email support@scheduler-systems.com with termination request
- All unused prepaid hours shall be refunded within fourteen (14) calendar days
- The current sprint shall be completed as scheduled

4.9.3 Pausing vs. Terminating: Client may pause engagement by not prepaying for next sprint without formal termination. Unused hours remain valid indefinitely during pause period. Client shall provide formal termination notice only if immediate refund of unused hours is desired.

4.9.4 No Penalties: There are no termination fees, penalties, or charges for ending engagement.

4.10 California-Specific Consumer Rights (applicable privacy laws/CPRA)

If Client is a California resident, Client has additional rights under the applicable privacy laws (applicable privacy laws) and California Privacy Rights Act (CPRA):

4.10.1 Right to Know About Fees and Charges:

- California residents have the right to receive clear disclosure of all fees, charges, and billing terms before entering into any agreement
- All fees are stated in Section 4 of these Terms in compliance with California consumer protection requirements

- Clients may request itemized billing statements at any time by contacting support@scheduler-systems.com

4.10.2 Enhanced Cancellation Rights:

- Cancellation Window: California residents may cancel Services within three (3) business days of initial payment without penalty and receive a full refund of unused services
- Cancellation Method: Email support@scheduler-systems.com with "CALIFORNIA CANCELLATION" in the subject line
- Refund Timeline: Refunds will be processed within seven (7) business days of cancellation request

4.10.3 Right to Non-Discrimination:

- Scheduler Systems shall not discriminate against California residents who exercise their applicable privacy laws/CPRA rights
- Exercising privacy rights (see Privacy Policy) will not affect service quality, pricing, or account status

4.10.4 Automatic Renewal and Subscription Disclosure:

- Services operate on a prepaid sprint basis (not automatic renewal)
- Scheduler Systems will not charge Client's payment method without explicit approval for each sprint
- Client must actively authorize payment for each new sprint
- There are no automatic subscription charges or recurring billing without consent

4.10.5 Privacy Rights Reference:

For California privacy rights under applicable privacy laws/CPRA (right to know, delete, correct, opt-out of sale/sharing), please see our [Privacy Policy, Section 8.3](#).

4.10.6 California Consumer Complaints:

California residents may file complaints regarding business practices with:

- California Department of Consumer Affairs
- Consumer Information Center
- 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834
- Website: <https://www.dca.ca.gov>

- Phone: 1-800-952-5210

5.1 Ownership of Deliverables

Upon full payment of all fees for completed work, all intellectual property rights in the custom deliverables created specifically for Client's project (including all copyrights, trademarks, designs, patents, and other proprietary rights) are hereby irrevocably assigned and transferred to Client.

This assignment includes:

- Custom code, designs, and creative work
- Project documentation and specifications
- Assets created specifically for Client's project
- All economic rights under Israeli Copyright Law, 5768-2007
- The right to modify, adapt, create derivative works, and sublicense
- All worldwide rights in any medium or technology

To the fullest extent permitted by law, Scheduler Systems waives any moral rights in the deliverables. Where moral rights cannot be waived, Scheduler Systems agrees not to assert them. Scheduler Systems will execute any further documents necessary to perfect Client's ownership rights.

5.2 Pre-Existing Materials

Scheduler Systems retains all rights to:

- Pre-existing code, templates, libraries, and frameworks
- General methodologies, processes, and know-how
- Tools and utilities developed independently
- Any materials not specifically created for Client's project

5.3 Third-Party Components

Deliverables may include third-party open-source or licensed components. Client is responsible for complying with applicable licenses. Scheduler Systems will disclose significant third-party components used.

5.4 Portfolio and Marketing Rights

Scheduler Systems reserves the right to:

- Include non-confidential project information in portfolio
- Use Client's company name and logo as a client reference
- Publish case studies (with Client's prior written consent for confidential details)

Client may opt out of portfolio inclusion by written notice.

6.1 Confidential Information

Each party agrees to maintain in confidence any proprietary or confidential information disclosed by the other party, including but not limited to:

- Business plans, strategies, and financial information
- Technical specifications, source code, and designs
- Customer data and user information
- Trade secrets and proprietary processes

6.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party
- Was rightfully known prior to disclosure
- Is independently developed without use of confidential information
- Is required to be disclosed by law or court order

6.3 Data Protection

Scheduler Systems will handle Client's personal data in accordance with the Privacy Policy and applicable data protection laws, including Israeli Privacy Protection Law, 5741-1981.

6.4 Data Subject Rights

Under Israeli Privacy Protection Law, Client has the right to:

- Access personal information held by Scheduler Systems
- Request correction of inaccurate data
- Request deletion of data (subject to legal retention requirements)
- Know how data is collected, used, and shared
- Lodge a complaint with the Israeli Privacy Protection Authority

To exercise these rights, contact: support@scheduler-systems.com

Privacy Protection Authority: https://www.gov.il/en/departments/the_privacy_protection_authority

6.5 Data Breach Notification

In the event of a data breach affecting Client's personal information, Scheduler Systems will:

- Notify Client within 48 hours of discovery
- Describe the nature and scope of the breach
- Explain remedial actions taken
- Comply with all legal notification requirements

Scheduler Systems will notify the Israeli Privacy Protection Authority as required by law.

6.6 Survival of Confidentiality Obligations

The confidentiality obligations set forth in this Section 6 shall survive termination or expiration of these Terms and shall continue for a period of five (5) years from the date of disclosure of the confidential information, or for so long as the information remains confidential and proprietary (whichever is longer).

Trade Secrets: For information that qualifies as a trade secret under applicable law (including the Israeli Commercial Torts Law, 5759-1999), confidentiality obligations shall continue for so long as the information retains trade secret status, without time limitation.

6.7 applicable data protection laws Compliance and Data Processing for EU/EEA Clients

6.7.1 Application and Scope: This Section applies when Client is established in the European Union or European Economic Area, or when Services involve processing of personal data of individuals located in the EU/EEA, thereby triggering obligations under the applicable data protection laws (EU) 2016/679 ("applicable data protection laws").

6.7.2 Roles: Scheduler Systems acts as a data processor, processing personal data solely on behalf of and according to Client's documented instructions. Client acts as the data controller.

6.7.3 Data Processing Addendum: The parties agree to execute a Data Processing Addendum ("data processing terms") incorporating standard data transfer mechanisms approved by the European Commission for international data transfers. Client may request the data processing terms by contacting support@scheduler-systems.com.

6.7.4 Enhanced Data Subject Rights: For EU/EEA data subjects, rights include:

- Right to Restriction of processing (applicable data protection laws Article 18)
- Right to Data Portability in machine-readable format
- Right to Object to processing
- Right to Lodge Complaint with EU supervisory authority

6.7.5 Data Breach Notification: For EU/EEA personal data breaches, Scheduler Systems will use reasonable efforts to notify Client promptly upon becoming aware of a breach, in accordance with applicable data protection laws Articles 33-34 requirements.

6.7.6 International Data Transfers: Personal data may be transferred to countries outside the EU/EEA, including Israel and the United States. Such transfers are protected by standard data transfer mechanisms and supplementary measures to ensure data protection equivalent to EU standards.

7.1 Project Information

Client agrees to provide:

- Clear project requirements and specifications
- Timely feedback and approvals
- Access to necessary systems, environments, and accounts
- Required content, assets, and materials
- Designated point of contact for project communication

7.2 Cooperation

Client acknowledges that project success depends on timely cooperation. Delays caused by Client's unavailability or failure to provide required materials may extend timelines and continue to accrue hourly charges.

7.3 Acceptable Use

Client agrees not to:

- Request services for illegal, harmful, or unethical purposes
- Attempt to directly hire or solicit Scheduler Systems' personnel
- Misuse, reverse engineer, or attempt unauthorized access to the Platform
- Provide false or misleading information
- Engage in conduct that violates applicable laws or regulations

7.4 Collaboration During Sprints (When Available)

7.4.1 Sprint Collaboration Requirements (Planned): When commercial services are available, in the 2-week sprint model, Client collaboration is required. Project success depends on Client's reasonable availability during sprints:

Expected Collaboration:

- Attendance at sprint planning meetings (1-2 hours at sprint start)
- Participation in sprint reviews/demonstrations (1 hour at sprint end)
- Response to urgent blockers within one (1) business day when reasonably possible
- Review of work-in-progress and provision of feedback throughout sprint

7.4.2 Client Unavailability: If Client will be unavailable (vacation, busy period, etc.), Client shall:

- Notify Scheduler Systems in advance when possible
- Designate an authorized representative who may provide feedback in Client's absence, OR
- Request to pause sprint until Client returns

Extended unavailability without communication may require Scheduler Systems to pause work and reallocate team members after five (5) business days.

7.4.3 Changing Priorities Mid-Sprint: Client may adjust priorities during a sprint. Client acknowledges that frequent direction changes may impact work completed within the sprint period.

8.1 Services Provided "AS IS"

ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCHEDULER SYSTEMS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY
- WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE
- WARRANTIES OF NON-INFRINGEMENT
- WARRANTIES OF QUALITY, ACCURACY, OR RELIABILITY
- WARRANTIES OF WORKMANSHIP OR PROFESSIONAL STANDARDS

- WARRANTIES THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

SCHEDULER SYSTEMS DOES NOT WARRANT OR GUARANTEE:

- That Services will meet Client's requirements or expectations
- That deliverables will be free from defects or errors
- Any specific results, outcomes, or business performance
- That Services will be compatible with Client's systems or requirements

CLIENT USES ALL SERVICES AT CLIENT'S OWN RISK. Scheduler Systems makes no promises about the quality, accuracy, reliability, or suitability of Services for any particular purpose.

8.2 No Guarantee of Results

Scheduler Systems does not guarantee specific business results, user adoption, revenue generation, performance metrics, or any other outcomes. Success depends on many factors beyond Scheduler Systems' control, and Client acknowledges that all results are uncertain.

8.3 Disputes

If Client has concerns about work quality or hours billed, Client should contact support@scheduler-systems.com promptly.

Scheduler Systems will review all disputes in good faith and may, at its sole discretion:

- Provide additional clarification or evidence of work performed
- Adjust billing if an error is confirmed
- Redo work if Client requirements were misunderstood
- Determine that work was performed correctly and no adjustment is warranted

All dispute resolution decisions are at Scheduler Systems' sole discretion. Client's sole remedy for dissatisfaction with Services is to terminate the engagement.

8.5 Third-Party Services and Dependencies

8.5.1 Third-Party Services Disclaimer: Deliverables may depend on third-party services, APIs, platforms, libraries, or frameworks (collectively, "Third-Party Services"). Scheduler Systems has no control over Third-Party Services and is not responsible for:

- Third-Party Service availability, performance, or uptime

- API changes, deprecations, or breaking updates
- Third-Party Service pricing changes or discontinued free tiers
- Terms of service changes or account suspensions
- Security vulnerabilities in third-party code or infrastructure
- Data breaches or privacy violations by third-party providers

8.5.2 Common Third-Party Dependencies: Projects commonly rely on services including but not limited to:

- Cloud hosting providers (AWS, Google Cloud, Azure, Vercel, Netlify)
- Authentication services (Auth0, Firebase Auth, Clerk)
- Payment processors (Stripe, PayPal, Square)
- Email services (SendGrid, Mailchimp, Postmark)
- Analytics platforms (Google Analytics, Mixpanel, Amplitude)
- Open-source libraries and frameworks (React, Vue, Angular, etc.)
- APIs and integrations (social media, mapping, communication)

8.5.3 Client Responsibility: Client is responsible for:

- Maintaining active accounts and subscriptions with Third-Party Services
- Monitoring Third-Party Service status and communications
- Paying for Third-Party Service fees and usage costs
- Complying with third-party terms of service
- Updating or replacing Third-Party Services when necessary

8.5.4 Best Efforts Notification: Scheduler Systems will make commercially reasonable efforts to:

- Notify Client of known Third-Party Service issues affecting project
- Recommend alternative services if a Third-Party Service becomes unreliable
- Assist with migration to alternative services (billed at standard hourly rate)
- Disclose significant third-party dependencies at project outset

8.5.5 No Warranty for Third-Party Components: Scheduler Systems does not warrant the functionality, security, or continued availability of any Third-Party Service. If a Third-Party Service fails or changes, adaptation work will be billed at standard hourly rates.

9.1 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCHEDULER SYSTEMS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE GREATER OF:

- (A) THE TOTAL FEES PAID BY CLIENT TO SCHEDULER SYSTEMS IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR
- (B) FIVE HUNDRED UNITED STATES DOLLARS (USD \$500)

Multiple Claims: Multiple claims shall not enlarge this limitation. The liability cap applies in the aggregate to all claims, whether arising from a single event or multiple related or unrelated events.

9.2 Excluded Damages

IN NO EVENT SHALL SCHEDULER SYSTEMS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Exceptions

Nothing in these Terms limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Gross negligence or willful misconduct
- Any liability that cannot be excluded by law

10.1 Client Indemnification of Scheduler Systems

Client agrees to indemnify, defend, and hold harmless Scheduler Systems, its affiliates, subsidiaries, and their respective officers, directors, employees, agents, contractors, and representatives from and against any and all third-party claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- Breach of Terms: Client's material breach of any representation, warranty, covenant, or obligation under these Terms
- Client Content: Any content, data, materials, or specifications provided by Client, including claims of infringement, defamation, or violation of privacy rights

- Misuse of Platform: Client's unauthorized use, misuse, or abuse of the Platform or Services
- Violation of Laws: Client's violation of any applicable law or regulation
- Use of Deliverables: Client's use, modification, or distribution of deliverables after transfer of ownership

10.2 Scheduler Systems Indemnification of Client

Scheduler Systems agrees to indemnify, defend, and hold harmless Client from and against any third-party claims alleging:

- IP Infringement: That custom deliverables created by Scheduler Systems specifically for Client infringe or misappropriate any third-party intellectual property rights (excluding pre-existing materials and third-party components)
- Breach of Confidentiality: Scheduler Systems' unauthorized disclosure of Client's confidential information in material breach of Section 6
- Gross Negligence: Personal injury or property damage directly caused by Scheduler Systems' gross negligence or willful misconduct

Exclusions: Scheduler Systems shall have no indemnification obligation for claims arising from Client's modification of deliverables, Client's use in violation of these Terms, third-party components, or Client-provided materials.

10.3 Indemnification Procedures

The indemnified party shall:

- Promptly notify the indemnifying party in writing of any claim
- Cooperate reasonably in the defense
- Allow the indemnifying party to control the defense and settlement (provided settlements do not admit fault or impose obligations on indemnified party without consent)

11.1 Term

These Terms commence when Client first accesses the Platform and continue until terminated by either party.

11.2 Termination by Client

Client may terminate account at any time by providing fourteen (14) calendar days' advance written notice. Client remains responsible for:

- Payment of all hours worked through the termination date
- Completion of any work-in-progress milestones
- Wind-down activities to enable proper project handoff

11.3 Termination by Scheduler Systems

Scheduler Systems may terminate Client account:

- For cause (breach of Terms) with immediate effect
- For convenience with thirty (30) days' written notice
- Immediately if account remains unpaid for more than thirty (30) days

11.4 Effect of Termination

Upon termination:

- Client's access to the Platform will cease
- All outstanding fees become immediately due
- Work-in-progress will be delivered in its current state
- IP ownership transfers only for fully paid work
- Provisions that by their nature should survive (payment obligations, IP, confidentiality, limitation of liability) will continue

11.5 Project Handoff Procedures

11.5.1 Handoff Process: Upon termination or completion of engagement, Scheduler Systems will complete project handoff in a timely manner based on project complexity and team availability.

11.5.2 Deliverables Package: Scheduler Systems will provide Client with applicable deliverables, which may include:

- Source Code: Complete codebase with documentation (for development projects)
- Design Files: All original design files in editable formats (Figma, Adobe XD, Sketch, etc.)
- Assets: Images, fonts, icons, and other project assets
- Documentation: Technical documentation, API documentation, setup instructions, deployment guides
- Credentials: List of third-party service accounts and credentials (Client must change passwords immediately)

- Configuration: Environment variables, configuration files, deployment settings
- Project History: Sprint reports, hour logs, and communication history

11.5.3 Delivery Method: Deliverables may be provided via methods such as:

- Git repository access (GitHub, GitLab, Bitbucket) for code projects
- Shared cloud storage link (Google Drive, Dropbox) for design files and assets
- Secure password manager for credentials (1Password, LastPass shared vault)
- Email documentation summary with links to all resources

11.5.4 Knowledge Transfer (Optional): Client may request knowledge transfer sessions to:

- Explain code architecture and technical decisions
- Demonstrate deployment and maintenance procedures
- Answer questions about the project
- Train Client's internal team

Knowledge transfer sessions are optional and billed at standard hourly rate. Scheduler Systems will make reasonable efforts to accommodate scheduling based on team availability.

11.5.5 Post-Handoff Support: After handoff is complete:

- Client assumes full responsibility for maintaining and operating deliverables
- Ongoing support available on hourly basis or via new sprint engagement
- Scheduler Systems has no obligation to maintain, update, or support deliverables after handoff

11.5.6 Client Responsibilities: To ensure smooth handoff, Client shall:

- Provide destination repositories or storage locations for deliverables
- Designate a technical point of contact for handoff coordination
- Review deliverables within 7 days and confirm receipt
- Immediately change all credentials and passwords provided
- Back up all deliverables upon receipt

12.1 Legitimate Business Interest

Client acknowledges that Scheduler Systems' business model depends on relationships with its personnel, and that circumvention would cause Scheduler Systems irreparable harm.

12.2 Restriction

During the term of these Terms and for a period following the conclusion of Services as specified below, Client agrees not to, directly or indirectly:

- Hire, engage, or contract with any Scheduler Systems team member who worked on Client's projects
- Solicit, recruit, or encourage any such team member to leave Scheduler Systems or work for Client or any third party
- Facilitate introductions between such team members and Client's affiliates, customers, or business partners for employment or contracting purposes

Restriction Period: Twelve (12) months following the last date such team member worked on Client's project.

12.3 Placement Fee

If Client breaches this restriction and hires or engages a Scheduler Systems team member, Client shall pay Scheduler Systems a placement fee equal to:

- For Full-Time Hires: Twenty percent (20%) of the team member's first-year total compensation (salary, bonus, equity value, benefits), minimum \$10,000 USD, maximum \$25,000 USD
- For Contract Engagements: Twenty percent (20%) of the total contract value for the first year, minimum \$5,000 USD, maximum \$15,000 USD

12.4 Reasonableness

This restriction is limited to professionals Client actually worked with and is necessary to protect Scheduler Systems' legitimate business interests. It does not prevent Client from conducting business generally or hiring other qualified professionals.

12.5 Severability

If any portion of this restriction is deemed unreasonable, it shall be modified to the minimum extent necessary to make it enforceable under Israeli Restraint of Trade Law, 5748-1988.

13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law principles.

13.2 Jurisdiction

Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

13.3 Negotiation

Before initiating legal proceedings, the parties agree to attempt to resolve disputes through good-faith negotiation for a period of thirty (30) days.

13.4 Mediation

If negotiation fails, the parties agree to attempt mediation before a mutually acceptable mediator before pursuing litigation.

14.1 Right to Modify

Scheduler Systems reserves the right to modify these Terms at any time to reflect changes in our services, legal requirements, or business practices.

14.2 Notification of Changes

For material changes, Scheduler Systems will notify Client by:

- Email: Notification sent to Client's registered account email address at least fourteen (14) days before changes take effect
- Platform Notice: Prominent banner or notice displayed on the Platform
- Updated Version Date: The "Last Updated" date at the top of these Terms will be revised

Material Changes Defined: "Material changes" are modifications that significantly affect Client's rights, obligations, or use of the Services. Material changes include, but are not limited to:

- Changes to pricing, fees, or billing terms
- Changes to payment processing or payment methods
- Modifications to limitation of liability or indemnification provisions
- Changes to data handling, privacy practices, or security measures
- Modifications to intellectual property ownership or licensing terms
- Changes to dispute resolution, governing law, or jurisdiction
- Modifications to termination rights or refund policies
- Changes that materially reduce the scope or quality of Services

Non-Material Changes: The following are considered non-material changes and do not require advance notice:

- Clarifications or corrections that do not change the meaning of provisions
- Formatting, typographical, or grammatical corrections
- Updates to contact information or company details
- Addition of new features or services (without removing existing ones)
- Changes required to comply with applicable laws or regulations
- Updates to reflect changes in third-party service names or URLs

For non-material changes, we will update these Terms and the "Last Updated" date without advance notice.

14.3 Acceptance of Changes

Client's continued use of the Platform after changes take effect constitutes acceptance of the modified Terms. Upon Client's first login after changes take effect, Client may be required to affirmatively accept the updated Terms.

We will send Client a confirmation email upon acceptance of updated Terms, including the acceptance date and version number.

14.4 Rejection of Changes

If Client does not agree to the changes, Client must:

- Terminate Client's account before the effective date of the changes
- Contact support@scheduler-systems.com to request account termination and refund of unused prepaid hours

Termination before the effective date means Client will remain bound by the previous version of the Terms until termination is complete.

15.1 Entire Agreement

These Terms, together with any project-specific statements of work and the Privacy Policy, constitute the entire agreement between Client and Scheduler Systems regarding the Platform and Services.

15.2 Assignment

Client may not assign or transfer these Terms without Scheduler Systems' prior written consent. Scheduler Systems may assign these Terms to any affiliate or in connection with a merger, acquisition, or sale of assets.

15.3 Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

15.4 Waiver

No waiver of any term or condition shall be deemed a continuing waiver or waiver of any other term. Failure to enforce any provision does not constitute a waiver of that provision.

15.5 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (except payment obligations) to the extent such failure or delay is caused by events or circumstances beyond the party's reasonable control, including but not limited to:

- Natural Disasters: Earthquakes, floods, fires, hurricanes, severe weather, or other acts of nature
- War and Civil Unrest: War, armed conflict, invasion, terrorism, civil war, revolution, riots, or civil disorder
- Government Actions: Governmental orders, laws, regulations, embargoes, import/export restrictions, or labor disputes
- Public Health Emergencies: Pandemics, epidemics, quarantines, or public health emergencies declared by governmental or health authorities
- Infrastructure Failures: Failure or disruption of public utilities (electricity, telecommunications), internet service provider failures, or widespread telecommunications outages
- Cyber Events: Large-scale cyber-attacks, distributed denial of service (DDoS) attacks directed at critical infrastructure, or state-sponsored cyber warfare affecting multiple service providers
- Third-Party Service Failures: Failures of essential third-party cloud hosting providers or critical infrastructure services beyond Scheduler Systems' reasonable control

Right to Terminate: If a Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate the affected portion of these Terms by providing written notice. Upon such termination, Client shall pay for all Services rendered prior to termination, and Scheduler Systems will process refunds for unused prepaid fees in a timely manner.

15.6 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

15.7 Notices

All notices must be in writing and sent to:

- To Scheduler Systems: support@scheduler-systems.com
- To Client: The email address associated with Client's account

Notices are deemed received when delivered by email (if confirmed) or three (3) business days after mailing.

15.8 Language and Translation

15.8.1 Authoritative English Version: These Terms are originally drafted in English. The English version is the authoritative and governing version for all purposes. Any translations are provided solely for convenience.

15.8.2 Consumer Protection (Israeli Clients): If Client is a consumer under the Israeli Consumer Protection Law, 5741-1981, and Hebrew translation of these Terms has been provided:

- In the event of conflict between the English and Hebrew versions, the Hebrew version shall prevail to the extent required to protect consumer rights under Israeli law
- Ambiguities shall be resolved in favor of the consumer pursuant to the contra proferentem rule

15.8.3 Business-to-Business Transactions (B2B): If Client is a business entity, company, or commercial enterprise (not a consumer), the English version shall prevail in all circumstances.

15.8.4 No Waiver of Rights: Nothing in this Section waives Client's rights under mandatory consumer protection laws or other applicable legal protections that cannot be waived by contract.

Scheduler Systems Ltd (סקדולר סיסטמס בע"מ)

Company Registration Number (פ.ח.): 517139382

Email: support@scheduler-systems.com

For questions or concerns regarding these Terms, please contact us at the email address above.