

Scheduler App Terms of Service

Scheduler Systems Ltd

scheduler-systems.com

Confidential

Last Updated: December 3, 2025

Table of Contents

01	ABOUT US
02	TERMS OF USE
03	LICENSE GRANT
04	WEB PLATFORM ACCESS
05	APPLE AND GOOGLE DEVICES LICENSE AGREEMENT
06	ACCOUNT AND PASSWORD
07	ACCOUNT SUSPENSION AND TERMINATION
08	SUBSCRIPTION
09	PAYMENT PROCESSING
10	CANCELLATION
11	TECHNICAL ERROR
12	REFUNDS
13	CHARGEBACKS
14	DATA CHARGES AND MOBILE DEVICES
15	TECHNICAL REQUIREMENTS
16	UPLOADING CONTENT TO OUR APP
17	SERVICE DATA
18	WARRANTIES
19	PROPRIETARY RIGHTS
20	LIMITATION OF LIABILITY

21 INDEMNITY

22 BINDING ARBITRATION

23 CLASS ACTION WAIVER

24 WAIVER OF JURY TRIAL

25 CALIFORNIA USERS AND RESIDENTS

26 EUROPEAN ONLINE DISPUTE RESOLUTION

27 OTHER IMPORTANT TERMS

Terms and Conditions (App)

Welcome to Scheduler Systems! You are now reading our Terms and Conditions and End User License Agreement. These terms (the "Terms") apply to Scheduler – Shift Scheduling, our [iOS](#) and [Android](#) mobile application AND our web platform at app.scheduler-systems.com (collectively, our "App") and constitute a legal agreement between you and Scheduler Systems.

01 ABOUT US

- We are Scheduler Systems Ltd, an Israeli company (517139382 .ד.נ) ("Scheduler Systems", "we", "us", "our"). For web platform payments (when available), services will be provided through our affiliated entity Scheduler Systems Ltd, a Israel limited liability company (LC014563845).
 - To contact us, please use support@scheduler-systems.com.
 - These Terms were last updated on December 3, 2025, and are the current and valid version.
 - The Scheduler Systems logo as well as related marks, emblems, and images are copyright of Scheduler Systems. All rights reserved © 2025 Scheduler Systems.
-

02 TERMS OF USE

- The provisions set out in these Terms govern your access to and your use of our App 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 App.
- 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 App on these Terms.
- We reserve the right to change, modify, suspend, or discontinue any portion of our App and/or other software provided by us in connection with our App at any time. You agree that access to or operation of our App may from time to time be interrupted or encounter technical difficulties.

03 LICENSE GRANT

- Our App is available through accessing (or downloading from) a third-party platform or store, including but not limited to the Google Play Store and Apple App Store (each, an "App Store").
- Your use of our App is also governed by any applicable agreements you have with any App Store (the "App Store Agreement(s)"). In the event of a conflict between any other App Store Agreement(s) from which you acquire our App and these Terms with respect to your use of our App, these Terms will take priority.
- So long as you comply with these Terms and, as applicable, the App Store Agreement(s), we grant you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to (i) download and install our App on the device permitted by the App Store Agreement(s) (if applicable), and (ii) access and use our App, including any Content, for your personal entertainment purposes, leveraging only the functionality of our App. We and our licensors reserve all rights not granted to you in these Terms.
- "Content" means all artwork, titles, themes, objects, characters, names, dialogue, catch phrases, stories, animation, concepts, sounds, audio-visual effects, methods of operation, musical compositions, and any other content within our App. Content also includes anything generated, created, or that is otherwise developed within our App by any user (including you) as a result of interaction with the functionality of our App. We may, in our sole discretion, remove, edit, or disable any content for any reason.

04 WEB PLATFORM ACCESS

- **Web Browser License:** In addition to mobile access, we grant you a limited, non-exclusive, non-transferable license to access and use our web platform at app.scheduler-systems.com through supported web browsers.
- **Supported Browsers:** Our web platform is optimized for and tested on the following browsers:
 - Google Chrome (latest version)
 - Mozilla Firefox (latest version)
 - Apple Safari (latest version)
 - Microsoft Edge (latest version)

- **Cross-Platform Account Access:** Your account and data are synchronized across mobile and web platforms. You may access your account from any supported device using the same login credentials.
 - **Data Synchronization:** Changes made on one platform (mobile or web) will automatically synchronize to all other platforms where you are logged in. We use commercially reasonable efforts to ensure real-time synchronization, but occasional delays may occur.
 - **Web-Specific Features:** Certain features may be optimized for specific platforms. We reserve the right to offer platform-specific functionality.
-

05 APPLE AND GOOGLE DEVICES LICENSE AGREEMENT

The following terms apply when you use our App obtained from either Apple's or Google's store (each an "App Distributor") to access our App:

- the License granted to you for our App is limited to a non-transferable License to use our App on a device that utilizes the Apple iOS or Google operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
 - we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this License or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
 - you must comply with applicable third-party terms of agreement when using the App,
 - you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this License and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this License against you as a third-party beneficiary thereof.
-

06 ACCOUNT AND PASSWORD

- The services are provided via a dedicated account.
- You are responsible for keeping your account confidential.
- By registering for an account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our App, you agree

and acknowledge that:

- you have read the terms set out in these Terms and agree to be bound by and comply with them; and
- you must be at least 18 years of age.
- You are also responsible for any use of any account that you have access to, whether or not you authorized the use.
- You will immediately notify us of any unauthorized use of your accounts.
- You are solely responsible for any losses, damages, fees, or liability due to your lost, stolen, hacked, or otherwise compromised account.

07 ACCOUNT SUSPENSION AND TERMINATION

- We reserve the right, at our sole discretion, to suspend or delete, at any time and without notice, user accounts which we deem inappropriate, offensive, or in violation of these terms.
- We will determine, in our discretion, whether there has been a breach of our acceptable use requirements through your use of our App. When a breach of this agreement has occurred, we may take such action as we deem appropriate.
- Failure to comply with these Terms constitutes a material breach of these Terms upon which you are permitted to use our App, and may result in our taking all or any of the following actions:
 - immediate temporary or permanent withdrawal of your right to use our App;
 - immediate temporary or permanent removal of any services rendered;
 - issuance of a warning to you;
 - legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;
 - further legal action against you; and/or
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

08 SUBSCRIPTION

- We provide paid plan access ("Paid Services") or free of charge access ("Free Services") on a per-account basis.
- The Paid Services require payment of subscription fees before you can access or use them ("Fees"). These Fees will be notified to you through our App.
- If you purchase a recurring subscription from us, the subscription period for your account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our App. By purchasing the recurring subscription, you authorize us or our related corporations to automatically charge the Fees:
 - upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
 - on the renewal date of the subscription period thereafter, without any further action by you.
- Any Fees due in relation to your account must be paid by their due date for payment, as notified to you through our App or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your account and/or our App or any of the Services.
- Our Fees may be amended from time to time at our discretion. We will provide you reasonably advance written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption, or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off, or counterclaim whatsoever.
- Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.

09 PAYMENT PROCESSING

Mobile App Payments (iOS and Android) – CURRENT

- **App Store Payments:** Payments for subscriptions purchased through the iOS or Android mobile applications are processed exclusively by Apple Inc. (via Apple App Store) or Google LLC (via Google Play Store). We use RevenueCat to manage subscription state and entitlements across platforms.
- **Payment Methods:** When purchasing through mobile app stores, payment is processed according to your App Store account payment method (credit card, debit card, PayPal, gift cards, or other methods accepted by the App Store).
- **Billing Relationship:** Your billing relationship for mobile app subscriptions is with Apple or Google, not with Scheduler Systems. All payment processing, billing disputes, and refund requests for mobile subscriptions must be directed to the applicable App Store.
- **Payment Flow:** Apple and Google process payments and remit funds to Scheduler Systems Ltd (517139382 .פ.ח), our Israeli entity, which is the primary operating company.
- **App Store Terms Apply:** Mobile payments are subject to the App Store's terms of service and payment policies. Please review [Apple's Terms of Service](#) or [Google Play Terms of Service](#).

Web Platform Payments (Stripe) – COMING SOON

IMPORTANT: Web platform payment processing via Stripe is not yet available. We are currently working on launching this feature. When available, the following terms will apply:

- **Stripe Payment Processing (Planned):** When launched, payments for subscriptions purchased through the web platform at app.scheduler-systems.com will be processed by Stripe, Inc., a third-party payment processor. Scheduler Systems Ltd (LC014563845, our Israel entity) will be the merchant of record for web platform transactions.
- **Payment Methods to be Accepted:** Through Stripe, we will accept the following payment methods:
 - Credit cards (Visa, Mastercard, American Express, Discover)
 - Debit cards with credit card processing capabilities
 - Additional payment methods may be available depending on your location
- **PCI-DSS Compliance:** Stripe is a PCI-DSS Level 1 certified payment processor. We will not directly collect, process, or store your credit card information. All payment card data will be handled exclusively by Stripe in accordance with the highest security standards.

- **Data to be Collected by Stripe:** When you make a payment through our web platform, Stripe will collect:
 - Payment card information (card number, expiration date, CVV)
 - Billing address information
 - Email address for receipts
 - IP address and device information for fraud prevention
 - Transaction details and payment history
- **Recurring Payment Authorization:** By purchasing a recurring subscription through the web platform (when available), you will authorize Scheduler Systems and Stripe to automatically charge your payment method on each renewal date. This will constitute a "preauthorized electronic fund transfer" under Regulation E (Electronic Fund Transfer Act, 15 U.S.C. § 1693 et seq.). You may revoke this authorization at any time by canceling your subscription through your account settings or by contacting support@scheduler-systems.com.
- **Failed Payment Handling:** If a recurring payment fails:
 - We will attempt to process payment up to 3 times over a 7-day period
 - You will receive email notifications of failed payment attempts
 - If all retry attempts fail, your subscription will be canceled and access to Paid Services will be suspended
 - You may update your payment method and reactivate your subscription at any time
- **Payment Disputes and Chargebacks:** If you dispute a charge with your card issuer:
 - Please contact us at support@scheduler-systems.com before initiating a chargeback
 - Chargebacks without prior communication may result in account suspension
 - We reserve the right to provide evidence to your card issuer to dispute invalid chargebacks
- **Currency:** All web platform subscriptions will be billed in United States Dollars (USD). If you are located outside the United States, your card issuer may apply foreign transaction fees or currency conversion charges.
- **Stripe Privacy and Terms:** Your use of Stripe payment processing will be subject to Stripe's Privacy Policy and Terms of Service:
 - [Stripe Privacy Policy](#)
 - [Stripe Terms of Service](#)
- **International Data Transfer:** Payment data processed by Stripe may be transferred to and stored in the United States and other countries where Stripe operates. Stripe complies with

applicable data protection laws including applicable data protection laws for European users.

- **Payment Security:** We will implement industry-standard security measures:
 - SSL/TLS encryption for all payment transactions
 - Stripe's advanced fraud detection and prevention systems
 - No storage of complete payment card numbers on our servers
 - Tokenization of payment methods for recurring subscriptions
-

10 CANCELLATION

When canceling a monthly subscription, all future charges associated with future months of your subscription will be canceled.

Mobile App Subscriptions: To cancel mobile app subscriptions, you must cancel through your App Store account settings:

- **iOS:** Settings > [Your Name] > Subscriptions > Scheduler > Cancel Subscription
- **Android:** Google Play Store > Menu > Subscriptions > Scheduler > Cancel Subscription

Web Platform Subscriptions (When Available): Once web platform payment processing is launched, you will be able to cancel web platform subscriptions by logging in to your account at app.scheduler-systems.com and navigating to Account Settings > Subscription > Cancel Subscription. You may also contact support@scheduler-systems.com for cancellation assistance.

You may notify us of your intent to cancel at any time with a minimum of 14 days prior to the end of your current subscription period; your cancellation will become effective at the end of your current subscription period. You will not receive a refund; however your subscription access will continue for the remainder of the current subscription period.

11 TECHNICAL ERROR

In the unlikely event that you are experiencing or have experienced a technical error, please contact us with details and images of your experience so we can investigate the error and determine if a refund is owed to you.

12 REFUNDS

We provide digital services, as such content is immediately viewable and usable. Therefore, the following apply:

Mobile App Refunds

- **App Store Refund Policy:** Refunds for mobile app subscriptions are handled exclusively by Apple or Google according to their respective refund policies.
- **Requesting Refunds:**
- **iOS:** Visit [Apple's Request a Refund page](#) or contact Apple Support
- **Android:** Visit [Google Play's Refund Policy page](#) or contact Google Play Support
- **Scheduler Systems Cannot Process Mobile Refunds:** We do not have the ability to issue refunds for App Store purchases. All refund requests must be directed to Apple or Google.

Web Platform Refunds (Stripe) – When Available

Note: These refund terms will apply once web platform payment processing via Stripe is launched.

- **All Sales Are Final:** Web platform subscriptions will generally be final and non-refundable.
- **Exceptions:** We may, at our sole discretion, provide refunds in the following circumstances:
 - Technical errors that prevented service delivery
 - Duplicate charges or billing errors
 - Service outages exceeding 48 consecutive hours
 - Cancellation within 48 hours of initial purchase (first-time subscribers only)
- **No Returns or Exchanges:** As we provide digital services, returns and exchanges will not apply.
- **Refund Requests:** To request a refund for web platform subscriptions (when available), contact support@scheduler-systems.com with:
 - Your account email address
 - Transaction date and amount
 - Detailed reason for refund request
- **Refund Processing Time:** If approved, refunds will be processed within 7-10 business days to your original payment method via Stripe.

13 CHARGEBACKS

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any purchase. If you make a payment and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined in our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and/or pursue legal action as the case may be.

For Web Platform Payments (When Available): Once Stripe payment processing is launched, Stripe's fraud detection systems will monitor for chargeback abuse. Accounts with excessive chargebacks may be permanently banned from using our services.

14 DATA CHARGES AND MOBILE DEVICES

You are responsible for all data-related charges that you may incur for using our App, including, without limitation, mobile, text-messaging, and data charges. You should understand or ask your service provider what charges you may incur before using the App.

15 TECHNICAL REQUIREMENTS

- We attempt to keep our App updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.
- You acknowledge that it is your responsibility to confirm and determine that the App end-user device on which you intend to use our App satisfies the technical specifications required.
- We reserve the right to modify the technical specifications as we see appropriate at any time.
- **Web Platform Requirements:** To access the web platform, you need:
 - A supported web browser (Chrome, Firefox, Safari, or Edge - latest version recommended)
 - Stable internet connection
 - JavaScript enabled
 - Cookies enabled
 - Minimum screen resolution of 1024×768 recommended

16 UPLOADING CONTENT TO OUR APP

- You irrevocably and unconditionally represent and warrant that any of your content uploaded to our App complies with our Privacy Policy, with Israel's Protection of Privacy Law, 5741-1981 ("PPL"), the EU's applicable data protection laws, and any other applicable laws.
- You are fully responsible for your content uploaded to our App. We will not be responsible, or liable to any third party, for:
 - the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our App; or
 - the loss of any content or data provided to us by you. You should keep a record of all such content and data.
- We will only use the content uploaded by you for the purposes of carrying out the services, carrying out our obligations in these Terms and any other purpose expressly set out in these Terms 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.
- We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the services and our response to users of the App.
- We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our App constitutes a violation of their rights under applicable law.
- We have the right to delete any content uploaded to our App if, in our opinion, it does not comply with the content standards set out.

17 SERVICE DATA

- If you wish to use our App and its features, we process the data you provide (depending on how you are using our App) which may include Personal Data, and Special Category Data as defined in the applicable data protection laws or non-personal data of you, your admin or users that you make available to us ("Service Data").
- You irrevocably and unconditionally represent and warrant that any of your Service Data uploaded and/or provided to our App complies with our Privacy Policy, with the PPL and applicable data protection laws and any other applicable laws.

- You shall own all rights, titles, and interests in and to all of your Service Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of your Service Data.
- If we process any of your Service Data on your behalf when performing our obligations under these Terms, the parties record their intention that you shall be the data controller and we shall be a data processor, and in any such case:
- you shall ensure that you are entitled to transfer your Service Data to us so that we may lawfully use, process and transfer the personal data in accordance with these Terms on your behalf;
- you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- we shall process the personal data only in accordance with the terms of these Terms and any lawful instructions reasonably given by you from time to time; and
- each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

18 WARRANTIES

- While we make all efforts to maintain the accuracy of the information on our App, we provide the App 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.
- We make no representations about the suitability, reliability, timeliness, comprehensiveness, and accuracy of the content on our App, information, services, and other content contained on our App.
- We cannot guarantee that the content on our App and content and the provision of the content of our App will always be correct or fault, error and virus free.
- We do not accept liability for incorrect content or errors and omissions in our content and information on our App or its content (whether of legal, typographical, technical, or other nature).
- To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our App, including but not limited to implied warranties of merchantability and fitness for a

particular purpose. We do not warrant that our App, the related content, or electronic communications sent by us are free of viruses or other harmful components.

19 PROPRIETARY RIGHTS

- You acknowledge and agree that we own all intellectual property rights in our App. Except as expressly stated herein or our Terms and Conditions and End User License Agreement, 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 App.
- You confirm that you have all the rights in relation to our App that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

20 LIMITATION OF LIABILITY

- We are not liable for the completeness, accuracy, or correctness of any information uploaded on our App and any related content. You expressly agree that your use of the services and our App is at your sole risk.
- You agree not to use the services, our App 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 App or any other website or software) for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss or corruption of data or information;
 - loss of business opportunity, goodwill, or reputation; or
 - any other indirect or consequential loss or damage.
- Nothing in these Terms shall limit or exclude our liability for:
 - death or personal injury resulting from our negligence;
 - fraud; and/or

- any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- Our App is not intended to serve a record-keeping function, and we shall not be liable for any loss of data or content.
- These Terms set out the full extent of our obligations and liabilities in respect of the supply of the services and our App. 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 App 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.

21 INDEMNITY

You agree to indemnify and hold us, our related, 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 App, 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.

22 BINDING ARBITRATION

- If we are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.
- The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the Israeli Institute of Commercial Arbitration ("IICA") in Israel and, where appropriate, the IICA's Supplementary Procedures for Consumer Related Disputes ("IICA Consumer Rules"), both of which are available at the IICA Website www.adr.org.
- Your arbitration fees and your share of arbitrator compensation shall be governed by the IICA Consumer Rules and, where appropriate, limited by the IICA Consumer Rules.

- The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party.
 - The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable IICA rules or applicable law.
-

23 CLASS ACTION WAIVER

The parties agree that (i) no arbitration proceeding hereunder whether a consumer dispute or a business dispute shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. The parties agree to arbitrate a consumer dispute or business dispute on an individual basis, and each waives the right to participate in a class action.

24 WAIVER OF JURY TRIAL

Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.

25 CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

26 EUROPEAN ONLINE DISPUTE RESOLUTION

The European Commission provides an Online Dispute Resolution (OS) platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

27 OTHER IMPORTANT TERMS

- 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.
- You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- These Terms and any document expressly referred to in it constitutes the entire agreement between us.
- 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.
- 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.
- These Terms shall be governed by and construed in accordance with the laws of the state of Israel, without regard to its choice of law provisions.