

Terms of Use

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PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND ACCESSING, USING OR REGISTERING FOR THE NAMOGOO WEBSITE, NEWSLETTER OR SERVICES.

These website terms and conditions (“**Terms**”) are a legally binding agreement between Namogoo Technologies Ltd. or any of its affiliates (“**Company**”, “**we**”, “**us**”, or “**our**”), and you, a visitor of our website (“**you**” and “**website**”, respectively).

By accessing the website, you acknowledge that you have read and understood these Terms. You agree to be bound and to fully comply with the Terms, you further agree to comply with all applicable laws and regulations regarding your use of the website or the Services offered through the website as further detailed below.

You further represent and warrant that: (i) you are eligible to enter into these Terms, or, where applicable, you have all proper authorization to enter into these Terms; (ii) You are not defined as a “child”, “minor” or other similar term, in your jurisdiction and specifically you are not under the age of 16.

We respect our users’ privacy rights, we recommend you review our [Privacy Policy](#) for more information.

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The website is intended to provide you with information about our services and information about how you can protect your website and increase revenues. In our website we publish articles, videos, webinars, eBooks, case studies, etc. (“**Content**”). If you purchase our services, you will be governed by our Client Terms and Conditions available at: <https://www.namogoo.com/terms>. However, the website also may offer free services, such as analyzing your website, calculating your revenues and providing a demo (“**Free Services**”). In addition, we offer communications options through the website such as contact us forms, requesting to be contacted by our sales team or joining our newsletter.

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6. Limitation of Liabilities.

YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY: “**COMPANY GROUP**”), SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS, INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DEVICE FAILURE, OR MALFUNCTION, OR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS HEREIN THAT IS CAUSED BY AN EVENT OUTSIDE OUR CONTROL (WHICH MEANS ANY ACT OR EVENT BEYOND OUR REASONABLE CONTROL). IN NO EVENT SHALL THE COMPANY GROUP AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS AND THE SERVICES, SHALL THE AMOUNT PAID BY YOU TO NAMOGOO.

7. Indemnification.

You agree to defend, indemnify and hold harmless the Company and its affiliates, and respective officers, directors, employees and agents from any third party claims, damages, liabilities and expenses (including reasonable attorney’s fees) arising from your use of the website, Content or Free Services.

8. Termination.

You can terminate your use of the Free Services at any time or cease your use of the website. We may change, modify, suspend, or discontinue any aspect of the website, Content or Free Services at any time without notice to you and without any liability to you whatsoever in connection therewith.

9. Jurisdiction.

These Terms shall be governed by and construed in accordance with the laws of the State of Israel. You hereby agree to resolve any dispute you have exclusively with the competent court in Tel Aviv, Israel. Any cause of action you might have relating to the service is limited in time to one (1) year from the arising incident and will be permanently barred afterwards.

10. Miscellaneous.

These Terms constitute the entire understanding between you and the Company with respect to the use of the Services. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. Failure of the Company to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed as a waiver of such rights or of subsequent actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without the prior written consent of the Company. The Company may assign its rights and obligations set forth herein at any time, at its sole discretion. Your relationship with the Company is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

11. Amendments.

We reserve the right to periodically amend or revise the Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. The last revision date will be reflected in the "Last Updated" above. Your continued use of the Services following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. In the event of a material changes, we will make best efforts to provide written notification by applicable means of communication.

CONTACT US

If you have any questions about these Terms, please contact us at: Namogoo Technologies Ltd., Ha-Sadna'ot St 8, Herzliya, Israel.

You can also contact us via email at: legal@namogoo.com