

Chaterr Terms of Service for Merchants

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Chaterr Online Ltd. (“**Chaterr**” or “**us**”, “**our**”, “**we**”) provides an automatic customer care solution (the “**Service**”). These Terms of Service (these “**Terms**”) govern your access and use of the Service. “**You**”, “**your**” or “**Merchant**” means any third party that uses our Service to enable customer care via our service. “**Merchant Website**” shall refer to your website. “**Chaterr Platform**” shall mean Chaterr proprietary platform located at <https://sallybot.com/>. “**User**” shall mean a person receiving customer care or interacting via the Service. “**Product**” means any good or service a User may buy or consider buying from the Merchant Website.

Please read these Terms carefully. These Terms govern your use of the Service. You must accept these Terms prior to downloading, installing or using the Service. By downloading, installing or using the Service, you signify your assent to these Terms. Changes may be made to these Terms from time to time. Your continued use of the Service will be deemed acceptance to any such amended or updated Terms. If you do not agree to any of these Terms, please do not use the Service. If you are entering these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms.

1. **License.** Subject to the terms and conditions here of, Chaterr hereby grants Merchant a limited, non-exclusive, non-transferable, non-sublicensable, license to use the Service, solely to enable users to receive automatic customer care.
2. **Restrictions.** Except as set forth expressly herein, Merchant shall not, and shall not permit any third party, to (a) reverse engineer or attempt to find the underlying code of, the Service; (b) modify the Service, (c) sublicense, sell, distribute or provide the Service to any third party, or (d) bypass any security measure or access control measure of the Service. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, Merchant shall inform Chaterr in writing in each instance prior to engaging in the activities set forth above.
3. **User Content.** “**User Content**” means any material that a User uploads, transfers, posts or makes available through the Service, including any rating, textual, graphic, visual or audio content. Chaterr retains all right, title and ownership in the User Content and reserves the right to use such User Content for any and all purposes without any obligation to you. Unless otherwise agreed upon in writing by you and Chaterr, you may not use any third party platforms, other than your own website, to link to or distribute the User Content. Merchant shall have the right to moderate User Content and to decide whether to disclose User Content or not on the Merchant Website. The foregoing right of Merchant shall not limit Chaterr’s own right to publish any User Content on Chaterr Platform or any other use of the User Content by Chaterr. Chaterr has no obligation to accept, display, review or maintain any User Content. Moreover, Chaterr reserves the right to edit, delete or remove User Content for any reason at any time. Any posted or submitted User Content shall not be considered confidential and may be disseminated by Chaterr without any compensation to you.
4. **Intellectual Property.** Chaterr has all right, title and interest in the Service and the Chaterr

Platform. Chaterr and its licensors own the Service and the Chaterr Platform, including all worldwide intellectual property rights in the Service and the Chaterr Platform, the trademarks and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Service or any User Content appearing in the Service or in the Chaterr Platform. You will not remove, alter or conceal any copyright, trademark or other proprietary rights notices incorporated in the Service. All trademarks are trademarks or registered trademarks of their respective owners. Nothing herein shall be interpreted to provide Merchant with any rights in the Service or in the Chaterr Platform except the limited license to use the Service and the Chaterr Platform as set forth herein.

5. **Confidentiality.** As used herein, "**Confidential Information**" means all confidential and proprietary information of Chaterr disclosed to you, whether orally or in writing, including Chaterr's products, the Services documentation, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that You can show by competent evidence: (i) is or becomes generally known to the public without breach of any obligation owed to Chaterr; (ii) was known to you prior to its disclosure by Chaterr without breach of any obligation owed to Chaterr; (iii) is received from a third party without breach of any obligation owed to Chaterr; or (iv) was independently developed by you without the use of the Confidential Information. You shall not disclose any Confidential Information for any purpose outside the scope of this agreement, except with Chaterr's prior written consent. You shall protect the confidentiality of the Confidential Information in the same manner that you protects the confidentiality of your own confidential information of like kind (but in no event using less than reasonable care). You shall promptly notify Chaterr if you becomes aware of any actual or reasonably suspected breach of confidentiality of the Confidential Information. If you is compelled by law to disclose the Confidential Information, you shall provide Chaterr with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, if Chaterr wishes to contest the disclosure. If You disclose (or threaten to disclose) any Confidential Information of Chaterr in breach of confidentiality protections hereunder, Chaterr shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.
6. **Feedback.** Chaterr encourages Merchant's feedback regarding the Service. Chaterr may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
7. **Payment.** In consideration of the licenses granted hereunder, during the Term (as defined below) Merchant shall make payments to Chaterr in the amount and in the manner set forth on a separate quotation provided by Chaterr to Merchant, plus applicable VAT and other taxes. Merchant shall make payments to Chaterr without deduction or withholding of any taxes or other government charges, except as required by law. If any deduction or withholding is required by law, Merchant shall make payment of additional amounts as required to ensure that Chaterr received the full amount indicated in the applicable quotation. Late payments shall bear interest at the rate of 18% per annum.

8. **Merchant's representations and warranties.** Merchant represents and warrants to Chaterr that (i) Merchant is solely responsible for all customer service, order fulfillment, Product returns, or payment of taxes or charges associated with any Product related to the User Content and (ii) Merchant shall obtain all permissions and authorizations required by applicable law for the transfer to and use by Chaterr of your User's private identifiable information for the purpose of provision of the Service, including for sending applicable emails and recommendations on Merchant behalf.
9. **Data; Privacy.** Chaterr collects data from the interaction of Users with the Service, including any information provided by a User upon logging in to use the Service (including any information provided by a social network such as Facebook or Twitter) and all information concerning the interaction of a User with the Service and with Merchant Website as set forth in Chaterr privacy policy available at <https://sallybot.com>. Chaterr uses such data to improve the Service and may create anonymous, aggregate data that does not identify any specific user and use such aggregate anonymous data to market the Service to third parties. Chaterr will fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or behavior of any user suspected to have engaged in illegal behavior. Chaterr may use subcontractors to process data. Chaterr may transfer its databases containing information if all or part of Chaterr is sold. If Merchant is established in the European Economic Area or has User Data of Users located in the European Economic Area, then Chaterr and the Merchant shall abide by the Data Processing Addendum located at _ and incorporated by reference to these Terms.
10. **Indemnification.** Merchant shall defend, indemnify and hold harmless Chaterr (and its affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which Chaterr may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from or relating to any breach of these Terms by you. Merchant may not settle or compromise such suit without our consent, not to be unreasonably withheld. Merchant may be represented in any such suit by counsel of its own choosing at its own expense.
11. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON- INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHATERR DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CHATERR MAKES NO WARRANTY THAT (A) THE SERVICE AND/OR THE USER CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE AND/OR THE USER CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR THE USER CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY MATERIALS OR USER CONTENT OBTAINED BY YOU FROM THE SERVICE, FROM US, OR FROM ANY THIRD PARTIES' WEBSITES TO WHICH THE SERVICE IS LINKED, WILL MEET

YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE USE OF THE SERVICE AND/OR OF THE USER CONTENT, THE UPLOADING OF USER CONTENT, OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS OR CONTENT THROUGH THE SERVICE, IS DONE AT YOUR OWN RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHATERR (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SERVICE OR THE USER CONTENT OR FROM THE CONDUCT OF ANY USERS OF THE SERVICE. CHATERR FURTHER ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF THE SERVICE OR ANY USER CONTENT. CHATERR IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE SERVICE, INCLUDING ANY INJURY OR DAMAGE TO YOU OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SERVICE. THE ENTIRE LIABILITY OF CHATERR (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT MERCHANT HAS ACTUALLY PAID TO CHATERR IN RESPECT OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE APPLICABLE CLAIM. IF MERCHANT DID NOT MAKE ANY PAYMENT TO CHATERR, THEN CHATERR SHALL HAVE NO LIABILITY TO YOU.
13. **Term.** The term of this agreement will commence on the date Merchant accepts these Terms and will continue indefinitely unless otherwise terminated in accordance with these Terms (the "**Term**"). Either party may terminate this agreement with advance written notice of 7 days, provided, however, that Chaterr may terminate these Terms and all rights granted hereunder without notice if it has a reasonable belief that Merchant is using the Service in violation of these Terms or any applicable law, rule or regulation. Any suspension, termination, or cancellation shall not affect your obligations to Chaterr and its licensors under these Terms (including but not limited to intellectual property, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation. Upon termination of these Terms, you authorize Chaterr to continue sending you emails, for example about new features of our Service. We will not send you such messages if you opt-out from receiving such promotional messages.
14. **Publicity.** Merchant agrees that Chaterr has the right to reveal the fact that it is using the Service, including by displaying its name and logo on Chaterr's website and other marketing materials.

15. **Force Majeure.** Chaterr will not be liable for any failure or delay in the availability of the Service or any other performance of its obligations under these Terms on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond Chaterr's reasonable control.

16. **Miscellaneous.** Chaterr may provide any required notices to the email address, fax number or by first class mail to other contact information you provided upon registration with Chaterr. Notices sent by email will be deemed received when they are sent by us. Notices sent by fax will be deemed received upon the confirmation of receipt thereof. Notices sent by first class mail will be deemed received 10 days after sent by us. Chaterr and Merchant are and intend to remain independent parties. Nothing contained in these Terms will be deemed or construed to create the relationship of principal and agent or of partnership or joint venture, and except as otherwise specifically agreed upon in writing by the parties, neither party will hold itself out as an agent, partner or employee of the other. Neither party will have any right to bind the other party. These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all other agreements between the parties regarding the subject matter hereof. A waiver of any defaults hereunder or of any of the terms and conditions of these Terms will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. Chaterr may assign its rights or obligations pursuant to these Terms. Merchant agrees not to assign any rights under these Terms; any attempted assignment will be null and void. If any provision of these Terms will be deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be interpreted to give maximum effect to its terms as permitted under law, and such invalidity or unenforceability will not affect the validity or enforceability of any other part or provision of these Terms which will remain in full force and effect. These Terms are governed by the laws of Israel without reference to its conflict of law provisions, and the competent courts in Tel Aviv-Yafo will have exclusive jurisdiction to hear any disputes arising hereunder.