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Aidealy Website Terms of Use

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These Terms of Use ("**Terms**") govern your access to and use of the Aidealy marketing website at **aidealy.ai** and its sub-pages (the "**Site**"), operated by **Aidealy Ltd.** ("**Aidealy**", "**we**", "**us**", "**our**"). **By accessing, browsing, or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms** and by our [Privacy Policy] and [Cookie Policy], which are incorporated into these Terms by reference. **If you do not agree to these Terms, do not access or use the Site.**

1. Scope and relationship to our other agreements

These Terms cover your use of the **Site only**. They do **not** govern, and are separate from:

- the **Aidealy product** (our SaaS platform), any account, subscription, order, or paid service - these are subject to a separate **Terms of Service / Master Subscription Agreement**;
- the **Aidealy IDE extension** - subject to its own end-user licence terms; and
- how we handle personal data - described in our **Privacy Policy** and **Cookie Policy**.

The Site is informational. It does **not** offer account creation, login, or purchases. Nothing on the Site is an offer capable of acceptance, and the Site does not create any commercial or service relationship between you and us; any such relationship is formed only under the separate agreements above.

2. Who may use the Site

The Site is intended for **organisations and the individuals acting on their behalf** who are evaluating Aidealy, and who are at least 18 years old. It is **not directed to consumers or to children**. If you use the Site on behalf of an organisation, you represent that you are authorised to do so.

3. Licence to use the Site

Subject to these Terms, Aidealy grants you a **limited, revocable, non-exclusive, non-transferable licence** to access and view the Site, and to download or print individual pages, **solely to learn about and evaluate Aidealy and its products**. We reserve all rights not expressly granted to you in these Terms.

4. Acceptable use

You agree **not** to, and not to permit anyone else to:

- (a) **scrape, crawl, harvest, or index** the Site, or use any robot, spider, or other automated means to access it or to build or populate any database or dataset from it;
- (b) **frame, mirror, or systematically deep-link** the Site, or otherwise reproduce or republish Site content, except as expressly permitted by Section 3;
- (c) **reverse engineer, decompile, or disassemble** any part of the Site or attempt to derive its source code;
- (d) **circumvent, disable, or interfere with** any security, rate-limiting, authentication, or bot-protection feature of the Site;
- (e) probe, scan, attack, or impose an **unreasonable or disproportionate load** on the Site or its infrastructure, or interfere with any other person's use of it;
- (f) use the Site to transmit malware or to carry out any unlawful, infringing, fraudulent, or harmful activity, or in violation of any applicable law; or
- (g) use the Site, or any content or trademark on it, in a way that suggests an affiliation with or endorsement by Aidealy that does not exist.

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5. Interactive features and demonstrations

The Site may from time to time offer **interactive features or demonstrations** (for example, an illustrative product demo). Any such feature is provided for **illustration only** and **"AS IS"**. Unless we expressly tell you otherwise, it does **not** perform a real analysis of your data, its results are **examples** rather than the output of the Aidealy product, and it is **not** professional, definitive, or reliable advice. **You must not rely on it**, and we are not responsible for any decision you make based on it. We may **add, change, suspend, or withdraw** any interactive feature or demonstration at any time, without notice.

6. Your submissions

If you submit information through a form on the Site (for example, the contact or request-a-demo form), you confirm that you are entitled to provide it and that it is **not unlawful, infringing, confidential, or the personal data of another person** submitted without authority. Please do not send us confidential or sensitive information through the Site.

If you send us **suggestions, feedback, or ideas** about the Site or our products ("**Feedback**"), you grant Aidealy a **perpetual, irrevocable, worldwide, royalty-free, sublicensable licence** to use, reproduce, **modify, and create derivative works of** the Feedback, and to incorporate it into our products, for any purpose and without restriction, attribution, or any obligation to you. You confirm you have the right to provide the Feedback on these terms. **Feedback is licensed, not assigned:** you keep ownership of it, and, to the extent it attracts moral rights, you agree - to the extent permitted by applicable law, and without waiving any right that cannot be waived - **not to assert** moral rights against our use of the Feedback as licensed here. How we handle personal data you submit is described in our **Privacy Policy**.

7. Intellectual property and trademarks

The Site, and all content, text, graphics, design, layout, and software on it, and the **Aidealy** name, logo, and other Aidealy marks, are owned by or licensed to Aidealy and are protected by copyright, trademark, and other intellectual-property laws. Except for the limited licence in Section 3, these Terms grant you **no right or licence** in the Site, its content, or our trademarks. **All rights are reserved.**

If you believe content on the Site infringes your intellectual-property rights, please contact us at **legal@aidealy.ai** with details of the material and your rights so we can review it.

8. Third-party links and resources

The Site may link to third-party websites, services, or resources (including our product application, app-marketplace listings, and social-media pages) that we do not control. We provide these links for convenience only; we do **not** endorse and are **not responsible** for the content, products, or practices of any third-party site, and your use of them is **at your own risk** and subject to their own terms. Videos on our video pages play through YouTube's embedded player, which uses YouTube API Services and loads only when you press "Play on YouTube". By using this player, you agree to be bound by the YouTube Terms of Service.

9. Availability and changes

We may **modify, suspend, or discontinue** the Site or any part of it, and may change these Terms, **at any time**. When we change these Terms, we will post the updated version on the Site with a new "Last updated" date and will take reasonable steps to signal material changes; changes take effect when posted. **Your continued use of the Site after a change means you accept the updated Terms.** We are not obliged to keep the Site, or any feature or content, available.

We may also **suspend or terminate your access** to the Site, in whole or in part, at any time and without notice, including if you breach these Terms or if we reasonably consider it necessary to protect the Site, other users, or our rights.

10. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL CONTENT, FEATURES, AND DEMONSTRATIONS ON IT ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO **NOT** WARRANT THAT THE SITE OR ITS CONTENT IS ACCURATE, COMPLETE, CURRENT, RELIABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THE SITE IS FREE OF HARMFUL COMPONENTS. ANY RELIANCE ON THE SITE OR ITS CONTENT IS **AT YOUR OWN RISK**.

11. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AIDEALY AND ITS DIRECTORS, EMPLOYEES, AND SUPPLIERS WILL **NOT** BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO USE) THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE IS PROVIDED FREE OF CHARGE AND FOR INFORMATIONAL PURPOSES, AND YOU PAY NOTHING TO ACCESS IT; ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITE WILL NOT EXCEED **one hundred US dollars (US$100)**.

Nothing in these Terms excludes or limits our liability for death or personal (bodily) injury caused by our negligence, for fraud or fraudulent misrepresentation, for wilful or malicious misconduct, or for any other liability that **cannot lawfully be excluded or limited** under the laws applicable to you. All other liability is excluded or limited only to the maximum extent permitted by those laws.

12. Indemnity

You agree to **indemnify and hold Aidealy harmless** from and against any claims, losses, and reasonable costs (including legal fees) arising out of your **breach of these Terms** or your **unlawful or unauthorised use of the Site**.

13. Governing law, and your local rights

These Terms, and any dispute or claim arising out of or relating to them or to the Site, are governed by the **laws of the State of Israel**, and the competent **courts of Tel Aviv-Jaffa (Central District), Israel** shall have **exclusive** jurisdiction over them, subject to the paragraph below.

However, nothing in these Terms deprives you of, or limits, any rights you have under the mandatory laws of your country of residence that cannot be waived by agreement - including mandatory consumer-protection rights. Where those mandatory laws give you protections, or a right to bring proceedings in your home courts, that conflict with this Section, **those mandatory rights and protections prevail** to the extent of the conflict, and the choice of Israeli law and forum above applies only so far as those laws permit.

14. General

- **Entire agreement.** These Terms, with the Privacy Policy and Cookie Policy, are the entire agreement between you and us about your use of the Site, and replace any prior terms for the Site. **Content published on the Site - including our security and trust pages, descriptions of our methodology, demo materials, and presentations - is provided for information only.** It forms no part of these Terms or of any contract with Aidealy; a contract for the Aidealy product is formed only under the separate agreements described in Section 1, on their own terms. Nothing in this bullet excludes or limits liability for fraud or fraudulent misrepresentation.
- **Severability.** If any provision is held unenforceable, the rest of these Terms remain in effect, and the unenforceable provision is limited or removed to the minimum extent necessary.
- **No waiver.** Our failure to enforce any provision is not a waiver of it.

- **Assignment.** You may not assign these Terms. We may assign them to an affiliate or in connection with a **merger, acquisition, corporate reorganisation, financing, or sale or divestiture of assets or of the relevant business unit**.
- **Survival.** Sections 4-8 and 10-14 survive any termination of your access to the Site.
- **Force majeure.** We are not liable for any failure or delay caused by events beyond our reasonable control.

15. How to contact us

Aidealy Ltd., **Hamidron 1, Herzliya, Israel** (company registration number: 517367066). Questions about these Terms, or notices of claimed intellectual-property infringement: **legal@aidealy.ai**. Provider-identity information required by applicable e-commerce law is also available on our [Imprint / Legal Notice] page.