

Smartarget Terms & Conditions

Non-legalese, Simple Summary

- Smartarget owner by TopSoft UG ('The Company')
- You subscribe to our service for a specific term (monthly or quarterly or annually), and your subscription gets renewed automatically at the end of each term.
- You can upgrade or downgrade level of our services at any time of your usage. The changes will be active at the next billing cycle only. however Smartarget does not refund any fees in that case
- If you wish to cancel your account, notify us at least 14 days before end of your term via email. Upon cancellation, your data is deleted from our servers after a certain threshold time.
- If you use our services, we can use your business logo on our websites for promotional purposes.
- We may modify the terms at any point of time

Scope of Service

Smartarget offers services based on push notifications for websites and mobile web which includes SaaS application interface (the "Dashboard"). The service is hosted at the domain managed by the company.

In the performance of Services, Smartarget agrees to:

- perform the Services to the best of its ability and with the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances
- notify Customer, whenever practicable, if expenses beyond the agreed charges may be incurred
- invoice Customer according to the terms of this Agreement and the applicable Service Schedule for the Services performed

Web browser cookies

Our Site and codes uses "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

Customer's Responsibilities, Representations and Warranties

Customer agrees to:

- provide all necessary Data and any special forms or other required materials or information to Smartarget on schedule or in a timely fashion to enable Smartarget to provide the Services
- comply with Smartarget's security and operating procedures (as may be revised or amended by Smartarget from time to time) when Customer's employees or agents are interfacing with Smartarget installed systems
- control, and be responsible for the use of, account information, user ids and passwords related to the Services and, where required, when interfacing with Smartarget installed systems
- understand that Smartarget will never be liable for any loss of data or other losses incurred by the Customer due to any technical reason
- understand that Smartarget claims no intellectual property rights over the material you provide to the Services offered by Smartarget
- understand that Smartarget does not pre-screen content, but Smartarget and its designee have the right (but not the obligation) in their sole discretion to refuse access to the Services offered by Smartarget
- realize that payment and/or use of the service only entitles the Customer to the use of the service offered by Smartarget, all copyrights, including source code and binary compilations, owned by Smartarget are not transferred under any circumstances
- not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service offered by Smartarget, use of the services, or access to the services without the express written permission by Smartarget

- not to modify, adapt or hack the services by Smartarget or modify another website so as to falsely imply that it is associated with the services by Smartarget
- raise any questions about the Terms of Service or any other issue at info@smartarget.online in the first place

Termination by Smartarget

“Smartarget” may terminate this Agreement before the end of the Term without liability

- on 7 business days’ notice to Customer if Customer is overdue on the payment of any amount due under this Agreement
- if Customer materially violates any other provision of this Agreement and fails to cure the violation within 10 days’ notice in writing from “Smartarget” describing the violation in reasonable detail

Suspension of Service.

Smartarget will be entitled to suspend the Service without liability if

- Smartarget, acting reasonably, believes that the Service is being used in violation of this Agreement or any applicable law
- Customer is in breach of any material term of this Agreement including, without limitation, failing to pay invoiced amounts in full within 10 days of the Due Date. The Customer will not be able to access any files on Smartarget’s servers during a suspension of Service. Smartarget will use commercially reasonable efforts to give the Customer advance notice in writing of a suspension of Service unless a law enforcement or governmental agency directs otherwise or suspension without notice is necessary to protect Smartarget or its other customers. A suspension of Service under this subsection will not be considered a breach by Smartarget of the terms of this Agreement.

Renewal of Term:

Unless one of us gives the other written notice that it does not intend to renew the subscription, the paid subscription and this Agreement will automatically renew for the period selected by the customer in its latest term ("Renewal Subscription Term"). Written notice of non-renewal must

be sent at least 15 days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and subject to the renewal pricing provided. Should you decide not to renew, you may send the notice of non-renewal by email to info@smartarget.online.

Billing and Payment Arrangements

Smartarget will bill Customer on a annual/monthly/quarterly/ or any other mutually agreed period basis for all recurring fees.

For payment TopSoft UG shall only provide an electronic invoice to Customer. You authorize us to charge your bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods, including upgrades. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. TopSoft UG can allow any other mode of payment on special requests and circumstances of the Customer.

Taxes

Customer acknowledges that the all applicable taxes, duties or government levies whatsoever are not included in the fees and expenses charged under this Agreement. Customer will make timely payment of all such taxes, duties or government levies related to this Agreement.

Modification of Terms and Conditions

Smartarget may update, amend, modify or supplement the terms and conditions of this Agreement from time to time and will use reasonable efforts to notify Customer regarding the same. Customer is responsible for regularly reviewing the most current version of this Agreement at any time at Terms of Use Page. If at any time Customer do not agree with any amendment, modification or supplement to the terms and conditions of this Agreement, Customer may terminate this Agreement for convenience. Customer's continued use of Customer's account and/or the services after the notice period will be conclusively deemed to be acceptance by Customer of any such modifications or amendment.

License of Customer Software and Intellectual Property

- Smartarget will not use any of Customer's Confidential Information except in connection with the performance of the Services or the exercise of its rights under this Agreement and will take all reasonable precautions to maintain the confidentiality of Customer's Confidential Information and to prevent the unauthorized disclosure to others of the Confidential Information. Smartarget shall implement industry standard security procedures, such as appropriate firewall, encryption and access security measures but shall not be liable for damages caused to Customer by inadvertent breaches of confidentiality.
- Smartarget shall only disclose the Confidential Information to those of its employees and permitted agents and subcontractors who have a need to know and require access to the Confidential Information as may be reasonably necessary in the exercise of Smartarget's rights and performance of the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, **LetReach** will not be required to keep confidential, and may use or license without restriction, any ideas, concepts, know-how or techniques related to information processing which are developed by Smartarget in the performance of Services
- Notwithstanding the foregoing, Smartarget shall be permitted to monitor Customer's use of the Services for monitoring and improvements only.

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