



Public Agreement

The Service Agreement regulates the order of service granting by "Richi Day" Ltd. dba Sbitsoft, or on his behalf (hereinafter the Contractor) to legal entities, individual entrepreneurs, or individuals (hereinafter the Customer).

The customer hereby undertakes and hereby declares that he has agreed to accept the terms specified in the terms of use agreement. Upon approval of the usage agreement by the customer, the customer declares that he is aware and / or understands the provisions of the usage agreement.

According to agreement and unconditional acceptance of the terms of the present Service Agreement (Public Agreement) is the fact of Customer's payment for services mentioned on the <https://sbitsoft.com/> or sent quote and reception of the corresponding financial document confirming the fact of such payment by the Contractor.

1. Subject of Agreement

1.1. The Contractor undertakes to grant the Customer services for management, maintenance and/or use of computer, network, and data processing equipment, that operate within Customer's information system (hereinafter the Services), and belong to the Contractor or the Customer.

1.2. The list of accessible services, their features and prices are specified on the <https://sbitsoft.com/> website (hereinafter the Website) or Price list

1.3. The procedure of services delivery, communication between parties and other terms are defined in the Rules available here: (<https://sbitsoft.com/>), which is an integral part of the Agreement, and the Customer undertakes to accept the Services and pay for them.

2. Rights and obligations of parties

2.1. The Customer has the right:

2.1.1. To get information about services delivery from the Contractor.

2.1.2. At his own discretion, to use the posting data on website, that is consistent with current legislation of Israel.

2.2. The Customer is obliged:

2.2.1. To implement the terms of the Rules.

2.2.2. To disclose full and reliable information during <https://sbitsoft.com/> website and sent information to customer.



2.2.3. To pay for services on time and in full.

2.2.4. To adopt the Services properly.

2.2.5. To enforce the legislation of Israel and the rules of international law about information, its transfer and protection.

2.3. The Contractor has the right:

2.3.1. Partly or completely to stop granting of the Services in case of violation of the terms of the Agreement, the Rules, its annexes, and current legislation of Israel by the Customer.

2.3.2. To amend the Agreement and Rules at its sole discretion, including but not limited to prices of the Services. In that case, the new Agreement shall enter into force from its publication on the Website.

2.4. The Contractor is obliged:

2.4.1. To grant the Services ordered by the Customer properly.

2.4.2. To keep confidentiality of Customer's data which was get during registration or service ordering, email communication, except in cases provided for by current law of Israel.

2.4.3. To provide access to the customer website directly or by system administrator of the company.

2.4.4. To public official messages about the maintenance of Customers, changes in payments, in the Agreement, the Rules or its annexes on the Contractor's website.

3. Payment terms

3.1. Payment for the services granted by the Contractor is carried out in national currency of Israel according to the rate established at the moment of service rendering.

3.2. All necessary payments for the services must be provided through 100% prepayment by money transfer on the Contractor's account or by third persons authorized by the Contractor.

3.3. Invoices and acceptance certificate of delivered services and other accounting documents under this Agreement are sent by Customer's mail or email or given to Customer in Executer's office.

3.4. The Customer complete acceptance of the terms of the present Agreement is the fact of acceptance of email and SMS notifications related to services delivery within the Agreement.

4. Responsibility of the parties

4.1. Responsibility of the parties is defined by the Agreement, the Rules and current legislation of Israel.



4.2. The Contractor is responsible for management and maintenance of computer, network and data processing equipment by providing services under the Agreement. Consequently, the Contractor is not responsible for results of use or non-use of this equipment by the Customer.

4.3. The Contractor is not responsible for quality of public communication channels and data transmission network, including the Internet, through which the services are available.

4.4. The Contractor is not responsible for damage to the Customer of third parties caused by actions or omissions of the Customer. Including but not limited for damage which is caused by temporary, partial or complete disability of related equipment, correct or incorrect work of software, violations due to actions or omissions of the Customer resulting in violations of the rights of third parties, including intellectual property, loss of income, expected return, costs, economic activity, reputation, etc.

4.5. The Contractor is not responsible for non-performance or improper performance of duties by the Customer to third parties for services delivery or sale of goods which are partly or completely sold by the Customer with the help of the Contractor's services.

5. Procedure of claims and disputes considering

5.1. Customer's claims about delivered services are received and assessed by the Contractor in accordance with the modalities prescribed by law of Israel.

5.2. If the agreement between parties with the pre-trial complaints procedure for dispute settlement can't be achieved, the dispute become a subject to review in a court in accordance with current legislation of Israel.

6. Force majeure

6.1. None of the parties bears a responsibility for non-performance or improper performance of the Agreement if this is the result of force majeure circumstances.

6.2. The party with knowledge about such circumstances occur has to inform second party immediately.

6.3. Fulfilment of the Agreement, partially or completely, is suspended during the period of such circumstances. If force majeure lasts more than 3 months, current agreement shall be regarded as dissolved.

7. Final clauses

7.1. The Agreement come into force from the moment of acceptance by Customer of terms and conditions by Estimated cash inflows to the Customer's account and lasts until the payed period ends.

7.2. The term of this Agreement validity is automatically prolonged when the next payment for Services is received by the Contractor.



7.3. The Customer has the right to refuse the Contractor's services unilaterally and at any time by written notification.

7.4. The Contractor has the right to refuse to provide services for the Customer unilaterally if the Customer was notified for 30 days in written form.

7.5. By terminating the Agreement before its expiration date, the Customer gets his unused funds back. Returning of funding is available only by cashless settlement. Returning of funding to third parties is not available.

7.6. Accepting the present Service Agreement, the Registrant confirms that:

he is familiar with the Procedure for handling personal data.

the Contractor informs and the Customer, that the company devotes resources, takes various security measures, and does its best to prevent intrusion into the database, protect the integrity of the information collected, thwart possible invasion of users' privacy and ensure confidentiality as required.

The information is collected and stored in a secure environment that uses a combination of security technologies, security practices and other organizational measures to protect each user's personal information from unauthorized access, use or disclosure, all in accordance with the requirements of any law.

he agrees to the processing and storage of his personal data, which was voluntary given during the registration of the Customer, including its transfer to third parties in line with the objective of its processing.

8. Contractor's details

RichiDay LTD.

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