

frameit Terms of Service

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1. Introduction and Definitions

1.1. This document constitutes a legally binding agreement between Business ID 314018508, the operator of the frameit service (hereinafter: "frameit"), and any person using frameit services, including the website, digital platform, and any associated services (hereinafter: the "Service" or "Services").

1.2. Definitions in this document shall have the following meanings:

- "Event Owner" - a user who creates and manages an event in the system
- "Guest" - a user who accesses the event gallery by scanning a QR code
- "Content" - any material uploaded to the service, including photos, texts, and other data
- "Personal Information" - as defined in the Israeli Privacy Protection Law, 1981

1.3. Agreement Scope: Using the service constitutes full and unequivocal agreement to the terms of use detailed in this document and the privacy policy, an integral part of frameit's terms of service. Users are requested to carefully read the terms before using the service, and if they do not agree to these terms, they should refrain from using the service.

2. Registration and Basic Usage Conditions

2.1. Eligibility Requirements: Use of the service is permitted only to individuals who are at least 13 years old. Users aged 13-18 require parental or guardian approval before using the service. frameit may request verification of this approval at any time and through any means it deems appropriate.

2.2. Account Creation and User Commitments: The user commits to providing accurate, complete, and up-to-date information when registering for the service, to maintain the confidentiality of their account access details, and to immediately update frameit in the event of any unauthorized use of their account or suspected breach.

3. User Responsibility and Liability Limitation

3.1. User Responsibility:

- The user bears full and exclusive responsibility for all content uploaded to the service, including photos, comments, or any other material

- The user guarantees they possess all required permissions and rights to upload content, including obtaining explicit consent from all individuals photographed in images uploaded to the service
- The user assumes full responsibility for maintaining the confidentiality and security of the QR code issued for their event, and commits to limiting its distribution only to authorized participants, with any misuse or unauthorized distribution of the code being the sole responsibility of the user

3.2. frameit Liability Limitation:

The service is provided "AS IS" without any commitment or liability from frameit, except in cases of gross negligence or willful misconduct. frameit is not responsible for any misuse by users, service availability, technical issues, or any direct or indirect damage that may result from using the service or inability to use it

frameit reserves the right to remove content, limit access, or block users at its sole discretion and without prior notice or explanation, without the user having any claim or action against frameit

The total liability of frameit for all claims, damages, costs, and losses arising from this agreement or related to service use, shall not exceed the actual payments directly made by the customer to frameit (if any) during the twelve (12) months preceding the claim

3.3. Indemnification: The user commits to indemnify and compensate frameit, its managers, employees, and representatives for any damage, loss, lost profit, payment, or expense, including reasonable attorney fees and court costs, resulting from violation of usage terms, copyright or intellectual property infringement, privacy violation, or any third-party claim arising from content uploaded by the user or improper service use.

4. Intellectual Property and Use Licenses

4.1. frameit Rights: All intellectual property rights in the service, including but not limited to software code, user interface, design, trademarks, and associated goodwill, are the exclusive property of frameit or third parties who have granted the company a usage license, and the use of these is subject to the license terms detailed in this document.

4.2. User License: frameit grants the user a limited, non-exclusive, non-transferable, and non-assignable license to use the service in accordance with the usage terms detailed in this document. Any use exceeding the license boundaries constitutes a violation of frameit's rights and grounds for immediate license termination.

5. Privacy and Information Security

5.1. User Responsibility for Privacy:

- The user declares and commits to being solely responsible for obtaining explicit and informed consent from any person appearing in photos uploaded to the service
- The user acknowledges that uploading images without such consent constitutes a violation of the Privacy Protection Law, 1981, with all its implications
- The user commits to taking all reasonable measures to restrict QR code event access to authorized invitees only, while protecting the privacy of all event participants
- The user will avoid any actions that could expose content or user details to unauthorized parties
- Users may request deletion or update of their personal information at any time in accordance with the applicable law and frameit's privacy policy

5.2. frameit Limitations on Privacy and Security:

- frameit implements reasonable and industry-standard security measures but cannot and does not guarantee absolute immunity from system intrusion or information exposure
- frameit will not be liable for any damage resulting from information leakage, breach, intrusion, or system disruption not arising from gross negligence
- frameit reserves the right to modify security policies and protective measures at any time at its sole discretion
- frameit may suspend or terminate the service temporarily or permanently in case of suspected information security risks, without the user having any claim or action in this regard

6. Pricing and Payment

6.1. Service Pricing:

- Event creation price will be determined based on event characteristics
- Price will be displayed on the site during event creation
- Prices include VAT as required by law

6.2. Payment Terms:

- Payment is required upon event creation
- The gallery will not be available until the required payment is completed
- Accepted payment methods will be displayed on the site

6.3. Refund Policy:

- Refunds shall be processed in accordance with applicable Israeli Consumer Protection Law 1981 and Consumer Protection Regulations 2010. A refund (full or partial) will be issued provided that: (a) the event date has not yet occurred, and (b) no additional services have been used.
- Partial refunds will be issued at frameit's sole discretion, subject to consumer law

7. Miscellaneous

7.1. If any section of the agreement is found to be illegal or unenforceable, the remaining sections shall remain valid

7.2 Changes to Terms of Use: frameit may modify the terms of use at any time at its sole discretion. Continued service use after publishing changes constitutes user agreement to the updated terms.

In the case of significant changes affecting users' rights, explicit notice will be provided and users' acceptance will be required prior to continued use.

7.3. Jurisdiction: This agreement shall be governed by the laws of the State of Israel, with exclusive jurisdiction vested in the competent courts of the Tel Aviv-Jaffa District.