

Proginter - Terms of Use

1. The purpose of the Platform –

Proginter (**The platform**, or The Website) allows the purchase of a managed VPS server for business owners, E- commerce, various websites, and other private customers.

The owner of the platforms may add services and/or products with free access or for a fee at his discretion.

2. Definitions:

The user – any person and/or legal entity that use the platform.

The Platform – A website which the domain address is –

<https://proginter.com> including all its sub-domains.

The owner and/or the service provider – Proginter Ltd

Email & Contact & Support Email: support@proginter.com

Abuse Email: abuse@proginter.com

Address: Rothchild 57, Petah Tikva

Terms of use – This document on all its instructions and sections.

3. General

The headings in this document are for convenience only and will not be used to interpret the Agreement.

These terms of use include, among other things, instructions regarding privacy and instructions copyright and intellectual property. Please read this document carefully before using the platform.

The user agrees, in the act of browsing the platform, to all the terms of use. If the user does not fully and/or partially agree to the terms of use, he must avoid any use of the platform.

The user declares that he/she is over the age of 18, and if he/she is under the age of 18, then declares that the use of the platform is made with the consent of the person responsible for it as required by law.

This document is protected by copyright law and may not be used without the permission of the platform owner

The terms of use are worded in male form for convenience, but are aimed at both genders. In this document singular also means plural.

It is clarified and emphasized that these terms and conditions, in their entirety, will bind any person who uses the Platform, and/or purchases services or products through it, and/or a user who purchased a product and/or service for a third party.

The terms of use apply to any use of the platform, by any means and/or device whatsoever and in any geographic location.

4. Terms of privacy

The platform owner respects the privacy of the users. To read the full privacy policy, please go to the privacy policy page.

5. Intellectual property

- 5.1. The intellectual property in the platform - including but not limited to - trademarks, copyrights, patents, models and/or designs, logos, databases, texts, images, videos, sound clips, images, trade secrets and/or any other intellectual property, belong to the platform owner, and/or to a third party who allowed their use or presentation. This is unless otherwise stated.
- 5.2. If you believe there has been a copyright infringement, or infringement of another intellectual property right, please contact us at support@proginter.com and we will settle the matter within a reasonable time of receiving the reference.
- 5.3. The user of the platform does not have permission to make commercial use of the intellectual property in the platform, and/or any use that is contrary to the provisions of the regulations, unless he has received written permission for this from the owner of the platform.
- 5.4. Users undertake not to use the name of the platform in any way that can mislead, harm the reputation, create plagiarism, or in any other way that can cause any damage to the platform, the owner of the platform and/or to a third party.
- 5.5. The platform may include hyperlinks that refer to external platforms and/or applications (hereinafter '**external platforms**') that are not owned by the owner of the platform and are not under his control. The intellectual property on external platforms is owned by a third party and the owner of the platform has no right in them. The embedment of the links in the platform do not allow, or approve any action in relation to intellectual property assets on the external sites. If you found the external platforms to be offensive

or violating the law, please let the platform owner know as soon as possible at support@proginter.com

- 5.6. In addition, advertisements may appear in the platform originating from companies and/or businesses that are not owned and/or under the responsibility of the owner of the platform. The owner of the platform has no responsibility regarding the content of these advertisements. If you come across an offensive ad and/or an ad that violates the law, please contact the owner of the platform at support@proginter.com
- 5.7. Users undertake not to make any use of the works that appears in the platform, without obtaining permission in advance.

6. Use of the platform

The owner of the platform may at any time, at his discretion, change the methods and scope of use and/or registration to the platform, including the free and/or paid access options.

7. Limitation of Liability

- 7.1. The platform is stored on a secure server by an external company. The owner of the platform is not responsible for any damage caused as a result of external hacking into the platform - among others - distribution/sale of information as a result of hacking into the platform, disruption of information, infringement of copyright or other intellectual property, or any other damage caused as a result of tampering with the platform and its contents.
- 7.2. It is clarified that it is the sole responsibility of the user to protect and secure the end devices in his possession and/or the communication networks, and/or his servers and/or any hardware or software, against information security incidents and this as is customary.
- 7.3. It is the user's responsibility to check, before using the platform, that the platform and its services is indeed suitable for his needs, and the user will not have any claim due to the platform not being suitable for his needs.
- 7.4. The owner of the platform is not responsible for the content of external ads (images/links) that may appear/be integrated into the platform or for the content/information that appears on websites to which the links lead. The owner of the platform and/or anyone on his behalf does not monitor or check all the content on the websites to which the links refer.
- 7.5. If you come across an offensive ad/link and/or an offensive image and/or one that refers to a platform with offensive content, please notify the platform owner at the e-mail address support@proginter.com and we will work to settle the matter as soon as possible.

- 7.6. The owner of the platform publishes publications, content and shares professional knowledge, etc. in the platform from time to time (hereinafter "Publications"). What is said in the publications is at the sole discretion of the platform owner and for review, and marketing purposes only. The aforementioned publications should not be considered professional advice, accounting advice, management advice, strategic advice, and/or any other advice, and/or recommendation, and/or guidance and they are not a substitute for those and should not be relied upon as such. In addition, there may be errors and/or inaccuracies in the platform as a result of good faith, and/or a situation where the content of the publication will not be current. The owner of the platform will not be held responsible for any damage caused to the user due to reliance on what is stated in the publication and will not be liable to the user for such reliance.
- 7.7. To the extent that a user of the platform relies on what is stated therein, he does so at his own choice and under his sole responsibility and after being told that he must consult with professionals and consultants relevant to the field. A user who relied on the contents of the platform hereby waives any claim and/or demand and/or claim against the owner of the platform. And the company will be exempt from any compensation and/or charge and/or indemnification in relation to damages caused to the user.
- 7.8. If any jurisdictions do not allow exclusions or limitations as stated above, the exclusions and limitations mentioned above will not apply in full, but only to the maximum extent permitted by applicable law.
- 7.9. The owner of the platform is not responsible, and the user indemnifies the owner of the platform from any damage - monetary and/or otherwise, that may be caused to the user and/or to a third party as a result of using the platform's services.
- 7.10. **Limitation of liability** on the part of the platform owner - in any case where it is determined by an authorized party according to law that the website owner owes compensation, it is hereby agreed that the liability of the website owner, towards the user and/or towards any third party, will be limited to the amount of the payments made by the user for the last 12 months, at most. For the avoidance of doubt, it is clarified that the platform owner's liability is limited to direct damages only, and it will not apply to indirect damages such as loss of profit, damage to reputation, loss of customers, etc.
- 7.11. **Force majeure** - in the event that the owner of the platform cannot perform one and/or more of his obligations towards the user, due to force majeure, the date of performance of the obligation will be postponed to another date, to be determined by the parties. Force majeure in this agreement is a security incident, a strike, natural disasters, epidemics and diseases such as the corona virus, and/or constraints due to a health condition. To the extent that the platform owner's services cannot be postponed

to an alternative date, this will not be considered a violation, and the user will not be entitled to make any claims and/or make any demands against the platform owner.

- 7.12. Backups and Data Loss -While the service performs periodic backups of stored data, it shall not be held liable for any loss, deletion, corruption, or damage to any data. Users are solely responsible for regularly backing up and securing all files and content stored through the service. The service provider assumes no responsibility for the reliability, completeness, or recoverability of user data.

- 7.13. User Content and Responsibility- The service functions solely as a technical platform and does not monitor, review, or moderate the content uploaded, stored, or transmitted by users.

Users are solely and fully responsible for all content they upload, store, or share through the service, including compliance with applicable laws such as copyright, privacy, defamation, and others.

The service shall not be liable for any outcome arising from the use or exposure of such content.

- 7.14. Service Availability and No SLA Commitment - The service is provided “as-is” and subject to reasonable technical availability and ongoing maintenance. The owner does not commit to any specific Service Level Agreement (SLA), including uptime guarantees, response times, or support availability, and does not warrant that the service will be error-free, uninterrupted, or secure. In any case, the service shall not be liable for damages resulting from downtime or limited availability.

- 7.15. Suspension or Removal of Websites or Content by Third Parties or the Service Provider –

The service shall not be liable for any suspension, blocking, or removal of a website, account, or content by third parties, including but not limited to: search engines (such as Google), social media platforms, regulatory authorities, or infrastructure providers — even if such actions result from the use of the service or content stored through it. The user acknowledges that no claims or demands shall be made against the service provider in connection with such actions, including any temporary or permanent disruption to the website or its operation.

The service provider reserves the right to suspend access to, block, or remove any content, website, or account, at its sole discretion, in the following circumstances:

- Upon receipt of a binding order from a competent authority or regulatory body under applicable law;
- Upon receiving a complaint or request from a third party alleging a violation of rights (including but not limited to copyright, trademark, privacy, defamation, etc.), and after examining the request, the provider determines that it has substantive merit;

- Where there is a reasonable suspicion of a violation of these Terms of Use or any applicable law.

7.16. Advance Notice - While the service provider is not obligated to provide prior notice before taking such actions, it will make reasonable efforts to notify the user in advance, or as soon as practicable, unless prohibited by law or circumstances require immediate action.

In any of the above cases, the service provider shall not be liable for any direct or indirect damages incurred by the user, and the user waives any claim or demand in this regard.

8. Use of the platform

In this section "content" - any "work", as defined in the Copyright Law 2007 and/or text, graphic and/or other content.

8.1. As part of the use of the platform services, the users may share and/or allow the platform access to data, and/or contents and/or works (such as texts, graphic images, logos, etc.). A user of the platform hereby grants the owner of the platform an irrevocable license, which is not limited in time and/or is not limited in geographical location, to perform the actions necessary for the provision of platform services (including - hosting the works, making them available to the public, backing them up).

8.2. As part of the use of the platform services, the users hereby undertake that they have legal permission to share the content to the platform.

8.3. Users undertake to make only legal use of the platform, and also hereby undertake not to share content with the platform, and/or make any use of the platform's services that violates any copyright of a third party, and/or content that causes any infringement of intellectual property rights and/or content that causes any wrongdoing or other offense, including - causing defamation, invasion of privacy, incitement, incitement to racism.

8.4. The owner of the platform is not responsible for the nature and/or content of the content shared by the users, nor is it responsible for their examination and/or control. If you have identified infringing and/or offensive content, please contact the platform's owner using one of the listed contact methods. He will review the claim and, at his discretion, either retain or remove the content.

8.5. The owner of the platform may block a user from using the platform's services, at his discretion, if he finds that he violates one and/or more of the provisions of the rules of these terms, without giving the user any prior notice. The user will not have any right to

compensation and/or indemnification for non-approval and/or removal of content from the platform.

- 8.6. A user who violates the terms of these regulations shall compensate and indemnify the owner of the platform for any damage he may incur due to a claim and/or claim and/or demand related to these contents, including legal expenses that involve handling the matter, and this within 14 days from the day he received the demand for compensation and/or indemnification.

9. Availability of the platform

- 9.1. The platform owner does his best to ensure that it operates properly and continuously. Nevertheless, there is no commitment that it will work at all times. There may be disruptions in availability/viewing/browsing, which may be due, among other things, to updates and/or infrastructure works, and/or malfunctions in the user's personal device, and/or because of his Internet provider, an external server, or due to malfunctions in his browsing infrastructure. There may also be malfunctions resulting from the platform storage service, such as hacking or other factors. The platform owner will try to notify in advance of planned interruptions in use, but is not obligated to do so.
- 9.2. The platform owner reserves the right, at his discretion, to stop and/or change the mode of operation of the platform, and/or to change these terms of use. The platform owner will not be liable to any third party for any monetary or other damage, which may be caused to him as a result of stopping the operation of the platform and/or changing the way it is operated.
- 9.3. Also, part of the platform activity is based on external-third party platforms, and there is no commitment that it will work at all times, and therefore certain applications/services in the platform may be damaged as a result of the activity of the external platforms.
- 9.4. The platform owner reserves, at his discretion, the right to prevent and/or limit any user from using the platform without any notice. Restriction and/or prevention of use will be taken against any user who violates one and/or more of the provisions of the terms of use. The platform owner will not be responsible for any damage, monetary or other, which may be caused to the user as a result of limiting and/or preventing his ability to use the platform.
- 9.5. It is the sole responsibility of the user to ensure that the device he owns and its operating platform are appropriate and suitable for running the platform.

10. Contacting and availability of the platform owner

You can contact the owner of the platform in the following ways:

support@proginter.com

The platform owner will make an effort to respond to inquiries no later than 5 business days from the date of receipt of the inquiry.

11. prohibited uses

- 11.1. User shall not perform any action directly or by a third party, which may damage the platform, and/or its browsing availability, and/or the content presented in it, and/or disrupt its operation. User undertakes to not use software code and/or any other electronic/digital and/or automatic operation, including - a virus and/or a 'worm' and/or a 'bot' for the purpose of damaging the platform.
- 11.2. User undertakes to not perform any action in the platform that has the purpose of reverse assembly, and/or action that aims to reveal the platform code and/or other components therein. User undertake to not perform actions in the platform designed to discover the source code for the purpose of competing in the platform activity.
- 11.3. User undertakes to not perform in the platform any operation aimed at collecting and/or extracting data from the platform, with the exception of operations that are normal and acceptable use of the platform.
- 11.4. The user and/or third party must not perform any action that is intended to use the content of the platform for a commercial purpose and/or any other purpose. In this section "content of the platform" – text content, images, designs, graphics, video clips and/or sound and/or personal details of the users, statistical information about the users' activity, software code.
- 11.5. The user undertakes not to make any use that is illegal, and/or that is contrary to the terms of use of the platform.
- 11.6. Without derogating from the aforementioned in the other sections of the terms of use, the platform owner reserves the right to block a user and/or limit his access immediately, to one and/or more of the services of the platform, in the event that the user has violated one and/or more of the provisions of these terms of use.

12. User responsibility

The user alone is responsible for any damage caused as a result of a violation of the terms of use, and he will indemnify the platform owner for any financial or other damage caused as a result of a violation of the terms of use, including legal and/or other expenses that will be related to the violation of the terms of use.

13. Terms of Digital products sales

- 13.1. The purchase of digital products or services through the platform is subject to what is stated in this document.
- 13.2. Prices on the platform include VAT.

- 13.3. The platform owner may update the prices of the products and/or services from time to time, without prior notice. The updated prices will appear on the platform.
- 13.4. Resale of the services and/or their marketing is prohibited. Also, any other commercial and/or marketing use of the products is prohibited, unless permission has been received from the platform owner.
- 13.5. Inquiries to the platform owner on various topics, customer service, questions and inquiries will be possible by contacting the email address support@proginter.com or by phone during business hours.
- 13.6. A user's account, who does not pay the consideration on time, will be blocked by the platform owner, and the user will not be able to use the platform until after the payment is settled.

14. Registering and gaining access to the services:

- 14.1. Access to perform certain operations will only be possible for a user who has registered on the platform and provided the company with certain details, which will be determined by the company ("user account" or "the account").
- 14.2. When registering and/or purchasing, the user undertakes to provide accurate and up-to-date identification details.

15. Trial Period

- 15.1. The platform will be entitled to offer the user, upon registration to the platform, a free trial period for 14 days, which begins with the activation of the account and confirmation of the email address by the platform (the "trial period") In the event that such a trial period is offered, the following conditions will apply.
- 15.2. During the trial period, the platform will be open for use according to the basic usage package and the production of statistical reports only will be possible. The trial period is given to the user without any conditions, including the lack of commitment to the absence of bugs or unavailability of the platform during the trial period. For the avoidance of doubt, it is clarified that during the trial period, the operations included in the basic route will be open for execution, and additional operations may be opened in accordance with the company's sole discretion, as will be updated from time to time
- 15.3. Each user will have the right reserved for only one trial period, and for this matter the third party acting in favor of that user will also be considered as having exhausted the right.

16. Payment methods

Transactions can be made in the platform as follows

- 16.1. Credit card payment - through a monthly credit card payment. The subscription is automatically renewed Every month or in purchase step, as long as no cancellation notice has been received from the user.
- 16.2. A transaction carried out on credit is subject to the approval of the credit companies. The owner of the platform may change, add or subtract payment methods and/or means for any reason and without prior notice.
- 16.3. If the payment method is not approved, 3 additional automatic attempts will be made in a row, for three days. If after these attempts the payment is not approved - **the service will be immediately suspended until the payment is completed by the customer. If the payment is not approved by the next payment date, the service will be deleted with all information without the possibility of recovering or saving backups.**
- 16.4. The buyer declares that he is the owner of the payment method, or that he has received permission to use the card or the payment method from its owner.
- 16.5. The buyer will mark and select the services he wishes to purchase. The buyer will enter identifying information, contact information and credit information. The buyer will confirm the correctness of the details and confirm that he has read the terms of the platform. The transaction will be approved after receiving the approval from the credit company, the clearing company and/or receiving a reference regarding the receipt of a bank transfer.
- 16.6. It is hereby clarified that the buyer's credit information is not kept by the owner of the platform. The credit card details will be processed and/or saved by the clearing company only.

17. Refunds and cancellations –

- 17.1. Cancellation of a transaction will be handled in accordance with the Consumer Protection (Subject to Israeli Consumer Protection Law) (Cancellation of Transactions) Regulations, 5771–2010 and the Consumer Protection Law, 5741–1981 (Israel), where applicable (for “consumers” as defined by law). For business customers, the statutory cancellation provisions do not apply. Cancellations are governed by the contractual terms below.
- 17.2. Unless we receive a cancellation notice prior to the end of the current subscription period, your subscription will automatically renew for an additional term under the same plan and billing method. You authorize us to charge the applicable fees

using your provided payment details, unless you cancel the service in accordance with our cancellation policy.

- 17.3. The user may cancel a hosting service subscription at any time by providing written notice through the designated cancellation process on the platform panel, or by contacting customer support VIA support@proginter.com
- 17.4. If the service cancellation request is sent within 14 days of the initial purchase date, the purchaser will receive the full purchase amount back.
- 17.5. In the event of a cancellation request submitted after 14 days from the date of purchase, Cancellation will take effect at the end of the current billing cycle, and no retroactive refunds will be provided for any period already paid.
- 17.6. The customer's information and data will be deleted immediately after cancellation of services, therefore It is the sole responsibility of the customer to back up any data, files, or content prior to cancellation.
- 17.7. Following termination of an account, the customer's access to the user portal, technical support, and any related migration assistance will cease. Customers are solely responsible for maintaining independent backups of their websites at all times, as the service provider cannot guarantee recovery or transfer of site data once the account has been closed.
- 17.8. The service shall not be liable for any loss of data resulting from the customer's failure to secure backups prior to the expiration of this retention period.
- 17.9. It is clarified that the platform is intended for business customers, thus the cancellation conditions according to the Consumer Protection Law do not apply to transaction cancellations.

18. Updates and changes

- 18.1. The platform owner reserves the right to update and/or change from time to time and as necessary the platform terms of use.
- 18.2. The validity of the changes will be from the day the change was made.

19. Use of AI Assistant

Some of the services on the website include an automated support assistant powered by artificial intelligence (AI). The assistant operates automatically and is not a human representative.

Responses provided by the assistant are for general informational purposes only, do not constitute professional advice, and may contain errors or inaccuracies. The assistant may make mistakes and, if relied upon, could cause loss or irreversible damage to systems, data,

or business processes. You are solely responsible for verifying any information before using it and for maintaining complete, up-to-date backups.

Please avoid submitting any personal, confidential, or sensitive information to the assistant, including identifying details, medical, financial, or legal data. Use of the assistant is at your own risk.

The assistant is provided “as is” and “as available” without warranties of any kind. To the maximum extent permitted by law, the website operators disclaim all liability for any direct, indirect, incidental, consequential, special, punitive, or data-loss damages arising from or related to your use of the assistant. The website operators reserve the right to modify, restrict, suspend, or remove the assistant at any time without prior notice.

20. Jurisdiction

The law applicable to any dispute regarding these terms of use shall be Israeli law and the exclusive jurisdiction in all matters relating to these terms of use shall be to a court having jurisdiction in Tel Aviv or Jerusalem, Israel.