

# **General Terms of Use**

Welcome to the Website <http://www.comfydo.com> (the "Site").

These Terms of Use (the "**Terms of Use**") are a binding agreement between any person browsing or using the Site ("**You**") and the operator of the Site, specified below, **Tea and Lemon Ltd.** Please read them carefully. By browsing and/or other use of the Site in any other way, You represent and warrant that You agree to these Terms of Use. If You do not agree to these Terms of Use, in whole or part, You are requested not to use the Site.

The headings of the sections and sub-sections of these Terms of Use are for convenience of reference only and shall have no effect in construing these Terms of Use.

In order to purchase products through the Site, You will be required to agree to additional, on-line, agreements and terms of Use. In such a case, Your use of the Site will be subject to both these Terms of Use and the additional agreement(s) You agreed to.

You hereby represent and warrant that You are 18 years old or older; in all respects fully authorized and empowered to enter into this agreement and Terms of Use and to perform legal actions; and that You acknowledge, are aware of and accept in full these Terms of Use.

You hereby waive any claim You or anyone acting on Your behalf, may have against the Site, its owners, operators, and/or anyone acting on their behalf, other than claims relating to defects, non-conformity or discrepancy of products.

## **The Operator and Owner of the Site**

The operator and owner of the Site is Tea and Lemon Ltd. a company registered in Israel, company no. 514248087, of P.O.B 27 Kiryat Ekron 7695001, Israel ("**Tea and Lemon**", the "**Company**" or "**Us**"). The Company operates and manages the Site and can be reached via email [tnl@teaandlemon.com](mailto:tnl@teaandlemon.com) or Tel/Fax no. +972-77-9355179.

## **The information Contained in the Site**

The Site contains articles, reports, manuals and other content written by Tea and Lemon. The Company has made an effort so that such content will be reliable, accurate and free of errors. Nevertheless, it may include errors, mistakes and/or inaccuracies made in good faith. Please do not rely on any information contained in this Site, unless it was checked and independently verified by You. If You find errors, mistakes and/or inaccuracies please let us know right away, by using the contact means specified above.

## **Activity Of The Site**

Tea and Lemon makes an effort so that the site will operate, free of errors and be active at all times. Nevertheless, Tea and Lemon makes no warranty that the Site will indeed be at all times active and free of any interruptions, malfunctions or failures whatsoever. Tea and Lemon will not be liable for any loss, damage, liability, or expense incurred or suffered as a result of Your use of the Site. You hereby agree that the Site's services are provided "as is" and "as available" and You hereby waive, to the full extent permitted by law, all claims related to the Site, its materials, quality of service and and/or the extent in which it meets Your expectation.

### **Purchasing Products**

#### **An order**

If You wish to purchase products through the Site You will be required to provide personal information, such as Your first name, last name, mailing address, telephone and e-mail address.

In order to complete the purchase and payment You will be referred to an external website, of a clearing house (the "**Clearing House**") and will be asked to provide additional information, such as Your credit card details or Your account information with Clearing House, all - depending on the option You chose.

Tea and Lemon is not a party to any agreement between You and the Clearing House and/or other third parties, and any information provided by You will be transferred directly to the Clearing House and secured and maintained by the Clearing House. All- in accordance with the Clearing House's policies and subject to the agreements, and terms and conditions agreed between You and the Clearing House. Tea and Lemon is not responsible in any way for any direct or indirect damage, financial or other, resulting from the use by You of the Clearing House's services and You do so at Your own risk.

The purchase transaction between You and Tea and Lemon will be in effect only after You receive from the Clearing House a notice confirming acceptance of the payment for Your order (the "**Transaction Document**"). The Transaction Document will include a receipt number and can be printed. Tea and Lemon is not responsible for documenting the Transaction Document or the order number and You are required to do so, for all future inquiries. Tea and Lemon will not be able to attend to any inquiry related to Your order without the Transaction Document and order number provided.

In event that the order process was not completed, or in event that the Clearing House did not confirm Your order for any reason, the transaction will not go into effect. In such a case, You will not receive any notice from Tea and Lemon, and You hereby waive any claim against Tea and Lemon in connection with the above.

### **Product prices and payment terms**

Sale of products on the Site is as long as the stock lasts and is in accordance with the prices specified on the Site and the terms and conditions in these **Terms of Use**.

## **Shipping And Delivery**

The products are sent by registered air mail by the *Israel Postal Company*, to an address provided by You to the Clearing House. We will provide You with a tracking number of the package sent.

Please note that We are not responsible for the performance of the *Israeli Postal Company*, and once the Product left our premises and was received by the *Israel Postal Company*, We shall no longer be liable for lost or damaged packages. You are responsible for providing a correct shipping address and for payment in full of any and all import duties and taxes which may be applied by your local authority.

Products are sent within 5 (five) working days (excluding Fridays, Saturdays and holidays) as of the date Tea and Lemon received the Clearing House's approval for the transaction, and will be delivered, subject to and in accordance with *Israel Postal Company's* policies and performance and any *Force Majeure* as specified below. Tea and Lemon will not be responsible for any delay in supply and/or non-delivery which is due to incorrect / inaccurate / incomplete details You provided and/or *Force Majeure* and/or events beyond its control Tea and Lemon, such as strikes, lockouts, wars or security situations and non performance of behalf of *Israel Postal Company* and/or any third parties acting on its behalf.

## **Warranty and Service**

All products offered for sale on the site are new and in working condition unless explicitly stated otherwise.

If You believe You have received a defective product, please contact Tea and Lemon and Your claim will be attended to, in accordance with these terms and conditions and the law.

## **Cancellation Policy**

Tea and Lemon is entitled to cancel any order any time, if the product(s) ordered are not in stock or if the transaction can not be completed for any reason. In such a case, Tea and Lemon will send you a notice of cancellation to the email You provided and return any payments You paid for the cancelled product(s). You hereby waive any claim against Tea and Lemon in connection with the above.

You are entitled to cancel an order within 14 days, in accordance with and subject to all the provisions of the law, including the provisions of the Israeli Consumer Protection Law - 1981 and the its regulations. If the cancellation is due to a defect or inconsistency in the product You received, please let us know. We will refund Your money, or send You another product - at Your option, subject to our inspection and confirmation.

## **Intellectual Property Rights**

Tea and Lemon's intellectual property rights, including in the Site's graphic design, its URL, source code, images, databases, product details and details

in connection with the operation of the Site are the exclusive property of Tea and Lemon.

You are not allowed to copy, distribute, reproduce, translate, sell, or market any information from the Site (including images, text, trademarks, brand names, etc.) without the explicit and prior consent of Tea and Lemon.

### **Links**

The site provides links to other sites and sources of content ("**Linked Sites**") which are not under the control of Tea and Lemon. Tea and Lemon is not liable for such Linked Sites and/or their content and cannot ensure their credibility, legality and / or their practices in connection with Your privacy and/or any other aspect of their operation.

### **DISCLAIMER**

TO THE FULLEST EXTENT PERMITTED BY THE LAW, YOU HEREBY WAIVE ANY AND ALL DEMANDS AND LEGAL CLAIMS AGAINST THE **SITE AND/OR TEA AND LEMON** AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, IN CONNECTION WITH DAMAGES (BOTH DIRECT AND INDIRECT) ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THIS SITE AND PURCHASE OF PRODUCTS. NOTWITHSTANDING THE ABOVE, IN CASE OF DEFECTED OR NON-CONFORMING PRODUCTS, WE WILL REFUND YOUR MONEY, OR SEND YOU ANOTHER PRODUCT - AT YOUR OPTION, SUBJECT TO OUR INSPECTION AND CONFIRMATION.

IT IS YOUR SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS COMPLY WITH ALL LOCAL STANDARDS AND REQUIREMENTS AND THAT THEY ARE PERMITTED FOR USE BY YOUR STATE AND LOCAL AUTHORITY.

### **Indemnification**

You hereby undertake to defend, indemnify and hold harmless **Lemon Tea Ltd.**, the **Site**, and their respective employees, officers, directors, agents and representatives, from and against any and all damages arising out of or in connection with Your violation of these Terms of Use, including claims, losses, suits, liabilities, legal and court fees.

### **The Site's Privacy Policy**

**Tea and Lemon** respects Your privacy and takes steps in order to secure Your personal information, by maintaining the same level of security it uses in order to secure its own confidential information. However, **Tea and Lemon** cannot guarantee that unauthorized third parties will never be able to defeat its information and communication systems.

### **Personal information**

When You use of the site certain information about You is collected. Some of this information is personal: Your first name, last name, address, phone number, active e-mail address and products You purchased ("**Personal**

**Information**"). This is information You knowingly and willfully provide, when purchasing a product. You are not required by law to disclose this information, but without disclosing it You will not be able to purchase the Products.

**Tea and Lemon Ltd.** will not use the Your Personal Information, other than:

- In order to process Your purchase order and in connection with it;
- In order to contact You in connection with Your purchase order;
- For the any other purpose specified in these Terms of Use.

**Tea and Lemon Ltd. will not disclose Your Personal Information to third parties, other than:**

- In the event of a claim, demand or lawsuit that requires disclosing Your Personal Information;
- If You perform, or attempt to perform, unlawful acts or acts that are seen as such;
- If Tea and Lemon Ltd. receives a court order, ordering it to disclose Your Personal Information to a third party;
- In any event that Tea and Lemon considers that disclosure of Your Personal Information is necessary in order to prevent any serious physical damage or damage to property;
- In event of a merger or acquisition, involving Tea and Lemon and another entity, provided that the other entity abides by the terms of this Term of Use.

**Statistic Information:**

Other information collected about You does not identify You personally and is not stored along with Your details. This statistical information includes the pages You visited, the Internet domain and IP address from which you accessed the Site, etc. ("**Statistical Information**"). Statistical Information is disclosed to third parties, such as Google, and You hereby express Your consent to the disclosure of such Statistical Information.

**Cookies:**

In order to optimize Your browsing, the Site makes use of text and software files called "Cookies". Cookies are planted in Your computer and enable Your identification and the collection of information about You, inter alia in order to match the Site to your preferences.

If You do not want Cookies to be used in Your Computer, You can modify the settings on your browser, in accordance with the instructions found in the browser's help files. You can also delete Cookies from Your computer, whenever You want.

**Disclaimer With Regard to Privacy:**

Tea and Lemon Ltd. shall not be liable, neither directly nor indirectly, in any event of disclosure and/or use of information provided by You, and which is, directly or indirectly, a result of unauthorized hackings, errors, act and/or omissions which are not under the control of Tea and Lemon.

**Amendments**

Tea and Lemon is entitled to modify and/or update these Terms of Use, the prices specified on the Site and their terms of payment any time, in its sole discretion. In addition, Tea and Lemon is entitled to stop the operation of the Site; prevent access to the Site and/or the possibility to make purchases on the Site and/or cancel any purchase, subject to the return of payments paid.

**Notices:**

All notices to the Site; the operator of the Site, and/or Tea and Lemon Ltd. will be either by e-mail to: [tnl@teaandlemon.com](mailto:tnl@teaandlemon.com), or by facsimile to 972-77-9355179. Notices sent as aforesaid shall be deemed to have been received within seven (7) working days (excluding Fridays, Saturdays and Jewish Holidays) as of the date sent.

Messages posted on the Site shall be deemed to have been sent by the Site and Tea and Lemon Ltd. and received by You, within seven (7) working days.

**Governing Law and Jurisdiction**

These Terms of Use shall be governed by and construed exclusively in accordance with the laws of of Israel, without giving effect to the rules respecting conflict of law. You and Tea and Lemon Ltd. hereto irrevocably submit any dispute or matter arising out of, or in connection with, these Terms of Use and/or Your use of the Site to to the exclusive jurisdiction of the competent Courts of Tel-Aviv, Israel.