

Terms and Conditions of Use on the Kelaviv website

A. General

Welcome to the site - Kelaviv, the site operated by _____(hereinafter: "Site Administration". _____ The phone _____ through the website at _____(And at any additional address at the discretion of the Site Administration, as well as through widgets and/or any other digital means that will decide on it).

This Policy governs the terms of use of the Site and constitutes a binding agreement between you and the Site Administration. You should read it carefully before using the service.

1. **The use of the Service constitutes the consent of the User to all the terms of the Regulations, and to additional terms appearing on the Website to the User, including the Privacy Policy.** If you do not agree to these terms, you are requested not to use the Site.[Add the possibility of actively marking the consent of reading the Articles with the option to save the marking and/or block registration for those who have not actively indicated that they have read]
2. The Site Administration may update the Articles from time to time, in accordance with its sole discretion, without prior notice. Therefore, we recommend that you check them out from time to time.
3. The terms of use of the system are intended for women and men alike and were formulated in male language for convenience only.
4. The titles listed in the Terms of Use document are for convenience only and should not be attributed to any other meaning and/or used for interpretation purposes.
5. The User declares that any details that will be provided at the time of registration to the Website, and/or that will be uploaded to the Website is correct and accurate. The management of the site is not responsible for the correctness and authenticity of the information published by the user.
6. The Site Administration reserves the right to change these Terms at any time. Substantial changes will be published in a prominent notice on the website and/or in an email at least 30 days before they take effect. The continued use of the Site after the changes take effect constitutes acceptance of the new terms. The required text is the one posted on the site at all times.
7. Use of the Website is permitted only from age 18 and above.
8. The Site Administration may block a user at its sole discretion and without obligation to explain and/or explain its decision.

Important clarification - The site management is not a party to the direct communication between the customer and the service provider. The site does not provide the services itself, does not employ the service providers and does not act as a contractor.

B. Settings

In this article, the following terms will be interpreted as follows:

"The"Services brokerage platform" that is operated at _____Including any mobile app related to it.

"Site Administration" _____, address _____ The phone _____ Site owner and operator.

"User" any person who visits the Site, signs up to it and/or uses its services, including customers and service providers.

"Customer" User who wishes to receive service from a service provider through the site.

"Service giver" user who offers his services to customers through the site.

"Order" An agreement that is made between a customer and a service provider through the order mechanism on the site, which includes details of the service, price, date and cancelation terms.

"Service" any service offered by service providers through the Site, such as: A walk with a dog, keeping a dog/cat for short or long term, watering plants [specify the relevant types of services].

The commission charged by the site management for the use of the platform for the purpose of placing orders.

"Content" "Content" any information, image, text, criticism, verbal or visual mother-rating and/or any other material that a user uploads to the site.

C. The nature of the site and the nature of the site's management responsibilities:

9. The site serves as a technological platform only, between customers and independent service providers to find each other easily and efficiently, to communicate and arrange services transactions between them. The business is not a party to transactions that take place between customers and service providers, and does not itself provide the services offered through the site.
10. The management of the Site is not a party to any communication between a customer and a service provider, and it works solely to mediate or link between them. Any communication between a customer and a service provider that appears on the site is done directly between the service provider and the customer.
11. The Site Administration does not undertake and is not responsible for the quality of the services provided by the service providers, their skills, behavior, integrity, meeting the timetable and/or any direct and/or indirect damage caused to the customer and/or to third parties as a result of the connection with the service provider. Any transaction and communication is solely the responsibility of the user.
12. The Site Administration does not monitor the information presented by the users of the Site and its readiness, and it does not monitor the services provided. The service provided is the sole responsibility of the service provider, and the users will not have any claim against the management of the site and/or anyone on its behalf in any matter relating to the service.
13. Service Provider Test: Although the management of the Site may perform preliminary screening, the sole responsibility for examining professionalism, integrity, licenses, insurance and the adjustment of the Service Provider lies with the customer only.
14. Direct and indirect damages: The owner, manager or employee of the Site shall not be liable for any damage (direct, indirect, consequential or special) caused to the User or to a third party, as a result of the use of the Site or reliance on information provided therein. Or the animal's injury.
15. **User Content:** The Site is not responsible for the content of the ads, photos or reviews uploaded by users.

16. The management of the site recommends that the customer, who uses the site, not meet with a service provider, who is not familiar to him, in his home. And/or not give him a key to his home.
17. The Site Administration and the Service Provider have no employee-employer relationship, and there is no intention to establish such relations between the parties.
18. The Site Administration is not responsible for the invention of receipt and/or tax invoice and/or any approval required under the provisions of the Law for the provision of services, except for the commission it charges.
19. The Site Administration is not responsible in the event of technical problems and/or site inactivity. And it reserves the right, at any time, to temporarily and/or permanently terminate the activity of the Site or a certain part of it, and/or to prevent access to these and/or to prevent the performance of certain actions in accordance with its decision and sole discretion and without prior notice. Users shall have no right to any claim in connection with the Service Operator.

D. Joining the Service-

20. **Joining the Service:** Customers upon joining the service as a customer will be asked to complete the following: Full name, email address, phone number, puppy area, dog type. You know and agree that upon booking the service, the details will be forwarded to the potential service provider, with whom you requested to call. Without prejudice to the aforesaid, the Site Administration may publish your name, or your username, alongside any content you have entered the Site, including reviews, at its discretion.
21. **Joining a service provider:**
When you join the service as a service provider, you must complete the following: Full name, email address, phone number, age, residential_____Most of the information you provide will be displayed on the site to enable potential customers to be impressed by the services you offer and to allow them to contact you. In addition, the service provider will be required to provide the site management with a copy of the ID, approval of the management of a bank account and any other details that will be required to assume the opinion of the site management. At the time of registration,
22. The User undertakes to provide the Site Administration with complete, correct, accurate and valid information and not to use the Service using a false identity or impersonation of another. The details must be fed into fields that are suitable for this only. If incorrect and/or partial information is provided and/or is not valid, the site management may update it immediately.
23. The details that the user will provide when registering will be stored in the Site Administration's database, and it will not use them except in accordance with its privacy policy, which is an integral part of these terms.

E. Perform a service order

24. **The order process – the** service order will be conducted through the site order mechanism only. Orders made off-site are not protected by the terms of these Terms. After placing an order by a customer, it is subject to the approval of the service provider. The Service Provider may reject any request at its discretion.

25. When registering the user for the system and creating his personal account on the system, the user will be required, inter alia, to choose a password that will serve him in all his entries into the system. The User undertakes to choose a password that will be composed of both letters and numbers and will not be less than 6 characters, and also undertakes not to give the password to any entity that is not authorized by him to act on his personal account in the system and to keep it in complete and complete secrecy.
26. The site will show customers a list of service providers relevant to the service they request. **The service providers and display randomly/financially..., the** obligation to check the service provider and its suitability for providing the requested service rests with the customer.
27. The service providers may upload information and recommendations on the site. The service providers undertake that all information presented on the site is real and correct, and was accepted in accordance with the provisions of the law.
28. The customer will place the order for the service on the site, according to the details that he entered. Any order for the Service will be charged a brokerage commission to the Site, paid by _____ Except if _____
29. The **date and place of the meeting** – the customer and the service provider will agree on the date and place of the service delivery. Make sure that all relevant terms are clearly defined prior to confirmation of the order.
30. **An introductory meeting** is recommended to make a brief introductory meeting between the client and the service provider before starting the service. This meeting makes it possible to ensure coordination of expectations between the parties, and building trust.

And. Fees and Fees – The mechanism must be closed. What is presented, who pays the commission. What is the mechanism of payment transfer.

31. **Prices and brokerage fees** – The price of the service is determined independently by the service provider. The **Site Administration collects brokerage fees from the customer and/or the service provider for the use of the Platform.** The price advertised on the site when placing the order as the service price on the site is the final, full price, including VAT and includes a brokerage commission.
32. **The payment-**
33. Payment for services is made through the website's safe payment system. Upon placing the order, the customer will transfer payment on the site, which will be faithfully maintained by the management of the site.
34. After receiving the service, the customer will confirm to the management of the site, in the designated place on the site, that he received the service.
35. in the _____ Hours from the customer's approval of receipt of the service, the site management will transfer the payment, in accordance with and subject to the site's policy.
36. If the customer does not receive the customer's approval for receiving the service within _____, the site management may transfer the payment to the service provider, provided that the customer has been given notice of this in

advance, and the service provider first invented evidence for the management of the site that the service is provided.

37. The customer claimed that the service was not received, the site management will conduct an inquiry on the matter with the service provider, and to the extent that it finds that the customer's claim is correct, the company will be entitled to return the payment to the customer, minus the brokerage fee.
38. The website management does not store credit card information on its servers.
39. Invoices and receipts – In accordance with the law, service providers who are legally obligated to do so will issue invoices and/or tax receipts for their services. Liability for issuing legal account documents applies to the service provider.

Z. Cancellations and refunds

40. **Cancellation Policy** – Any service provider may establish an independent cancellation policy published in his profile, which will be subject to the provisions of consumer protection law. For the avoidance of doubt – cancellation of a transaction within 14 days from the date of its execution – if the service does not begin, will receive a full refund minus cancellation fees at a rate that will not exceed 5% of the transaction price, after the start of the service, the cancellation policy will be in accordance with the order and the service provider policy, while meeting the requirements of the law.
41. Cancellation by the Service Provider – a service provider who canceled an authorized order for no justified reason may be subject to sanctions, including profile restriction, deduction from its rating and/or cancellation fees. In any case of cancellation by the service provider, the customer will receive a full refund.

H. Reviews and ratings

42. After completing an order, customers and service providers may rate each other and write a review. The reviews will be honest, based on a real experience and will not include offensive, threatening, defamatory content and/or personal information. The Site Administration reserves the right to remove reviews that violate the Terms of Use. Service providers are not allowed to ask for reviews in exchange for incentives.

T. Liability and protection of users

43. Without prejudice to the statement _____[Responsibility of the site's management], the site's management operates defense mechanisms for the community, including an identity verification mechanism for service providers, available customer support for dealing with disputes, a mechanism for reporting suspicious/disruptive behavior.
44. **Limiting the liability of the Site Administration** – without derogating from the aforesaid, the Site Administration shall not be liable for any direct, indirect, incidental, consequential and/or special damage caused to the User and/or to the third party in connection with the services provided by service providers. The responsibility of the Site Administration will be limited, in any case, to the amount paid by the User for the specific order for which the warranty is claimed.
45. The User hereby undertakes to compensate and indemnify the management of the Website and all those acting on its behalf or on its behalf, immediately upon its first demand, for any damage, loss, liability or expense, including attorney fees and legal

expenses which will result in any of them as a result of the use of the Website and/or the Service by you or anyone on your behalf, Including in respect of any act or omission that contravenes the provisions of the binding documents and in respect of any claim, demand or cause of action by a third party arising from any act or omission of the User or on his behalf.

I... Insurance

46. It is recommended that service providers maintain a professional liability insurance policy and/or liability insurance against a third party appropriate to the nature of their activities. The site management does not provide any insurance to service providers. Customers are asked to verify the insurance status of the service providers before completing an order.

Ja. Privacy and information security—

47. The privacy policy of the business is detailed in the Privacy Policy document.

Yev. Spiritual property –

48. The rights in the content of the site – including design, logo, texts, software code, trademarks and product names – belong to the management of the site and/or its partners and/or those on its behalf and are protected by Israeli and international copyright laws. Do not copy, reproduce, republish and/or distribute content from the site without prior written permission from the site management.
49. Content uploaded by users remains owned by the user, but the user grants the management of the site a non-exclusive, transferable, non-exclusive, free and international license for the purpose of operating the service, improving it and marketing it.
50. A User who uploaded content to the Website undertakes to indemnify the Site Administration, upon its first request, for any expense that you issue and/or claim and/or demand and/or claim against it in connection with copyright infringement and/or intellectual property.
51. Notices of claims of copyright infringement or other rights must be sent to the e-mail address _____. The Site Administration will handle inquiries regarding alleged infringement of rights and will take the necessary steps under the law and will act to remove or prevent access to any content that is found to violate protected rights or that is found to be an activity that violates the law.

Yeah. Fair Use Policy and Policies

52. The use of the Site is prohibited if it includes:
- A. Delivering false, misleading, or harmful information.
 - B. Posting offensive, racist, threatening, vulgar, sexual and/or illegal content.
 - C. Transfer of payments and/or coordination of services outside the site system after contact has been created through it.
 - D. Use bots and/or any automated means of accessing the site.
 - E. Attempts to hack, slow down and/or damage the site's infrastructure.
 - F. Creating multiple mistrust for one person
 - G. Identity theft and/or re-entry.
 - H. Any criminal and/or criminal behavior and/or that may harm the management of the Website and/or the third party.

The Site Administration reserves the right to suspend and/or close an account that violates these Terms, without prior notice and without liability.

53. **Limitation of use and prevention of site bypassing** – Customers and service providers who met through the Site are obligated to perform all related transactions only through the Site system, as long as they remain registered users. Bypassing the payment system, if the parties recognized through the site, constitutes a fundamental violation of the terms of use, making wealth and may result in the removal of the account and/or the demand for compensation by the site management.

Yeah. Dispute resolution

54. The site management maintains a mechanism for resolving disputes between the customer and the service provider. In accordance with the agreement of the parties, in the event of a dispute between a customer and a service provider, the parties may first contact the management of the site for the purpose of resolving the conflict. The website will be used as a non-binding and helpful factor. This does not prevent either party from seeking any legal process under the law.
55. The more the parties choose to act in this way, a complaint will be filed through the support mechanism on the site. The website will handle the complaint within a reasonable time. Any relevant supporting document must be attached to the complaint.

A hand. Miscellaneous

56. The Site Administration may transfer and/or assign, at any time, its rights and obligations to users to a third party.
57. The absence of enforcement or non-exercise of any right or provision by the Site Administration shall not constitute a waiver of such right or order.
58. If any provision of the binding documents is declared illegal, invalid, or unenforceable for any reason, then this provision shall be limited or removed to the minimum necessary and shall not affect the validity of the remaining provisions and the ability to enforce them.
59. Any dispute relating to these Articles and/or the use of the Website shall be heard in the competent courts in the Tel Aviv District, in accordance with Israeli law.
60. The Site Administration reserves the right to change these Terms at any time. Substantial changes will be published in a prominent notice on the website and/or in an email that you send at least 30 days before they take effect. The continued use of the Site after the changes take effect constitutes acceptance of the new terms. The required text is the one posted on the site at all times
61. The Site Administration adheres to the provisions of the Law and respects the rights of users and any other third party. If you believe that content that harms you has been posted on behalf of any party, and if you have any questions, suggestions, complaints, etc., please contact us at the email address _____ And we will try to address your request in advance.