Legal

WizBI Terms of Service

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> This English version governs; a Hebrew convenience translation is available.

WIZBI AI LTD (וויזבי בינה מלאכותית בע"מ), company number 517297677, 23 Shir HaShirim St., Moshav Berechya, Israel ("**WizBI**")

These Terms of Service (the "Terms") are issued by WizBI.AI Ltd. ("WizBI") and govern access to and use of the WizBI website at wizbi.ai (the "Website") and the WizBI products, agents, interfaces and conversation channels (the "Service"). They are a binding agreement between WizBI and the Customer. By signing an Order Form, accepting these Terms online, or using the Service, the Customer agrees to them.

The following documents, as published at legal.wizbi.ai (the "Legal Hub") and updated from time to time, form part of these Terms: the Data Processing Agreement (the "DPA"), the Privacy Policy, the Support Page, and the Acceptable Use Policy and AI Use Policy where published. Where documents conflict, the order of precedence is: (1) a signed Order Form, for a commercial term it expressly states; (2) the DPA, for Personal Data; (3) these Terms; (4) the Acceptable Use Policy and the AI Use Policy; (5) the Documentation. Terms in a purchase order, vendor form or other Customer document do not apply, even if WizBI signed or received them, unless a signed Order Form says they prevail.

Contents

1. Definitions
2. Acceptance and Scope
3. The Service and Licence
4. Accounts, Users and Channels
5. Customer Responsibilities
6. Data Sources and Connectors
7. Customer-Hosted Deployment
8. Fees and Payment
9. Customer Data, Output, Service Data and Aggregated Data
10. Artificial Intelligence
11. Acceptable Use
12. Security, Privacy and Confidentiality
13. Warranties and Disclaimers
14. Limitation of Liability
15. Indemnities
16. Term, Renewal, Suspension and Termination
17. Changes to these Terms
18. Force Majeure and Platform Dependency
19. Governing Law and General

1. Definitions

In these Terms:

“**Agent**” means an AI-based software component of the Service that receives Input, uses tools, accesses Customer Data under the permissions set for it, and produces Output or performs an action.

“**Aggregated Data**” means statistics, metrics, benchmarks and insights derived from Customer Data, Service Data or use of the Service, processed so that they do not identify the Customer, a User or any individual, directly or indirectly.

“**Connector**” means a component of the Service that connects to a Data Source by API, OAuth, file upload, direct database connection, a Local Component, or a share or copy made available by the Customer or a Source Vendor.

“**Credit**” means the unit in which WizBI measures the work performed by the Service. The number of Credits consumed by an action depends on its type and complexity, as measured by WizBI’s systems.

“**Customer**” means the entity that ordered the Service by Order Form, online registration or use. A person who uses the Service on behalf of an entity represents that they are authorised to bind it.

“**Customer Data**” means data, files, messages, voice, images and other information that the Customer or its Users submit to the Service, or that WizBI reads from Data Sources the Customer connected. Customer Data does not include Service Data, Aggregated Data or WizBI Materials.

“**Data Source**” means any system, software, database, file, folder, cloud account, SaaS application, API, channel or device that the Customer connects to the Service or that the Service accesses on the Customer’s instruction, including ERP, accounting, CRM, project-management and industry software, spreadsheets and files, data warehouses, and Google, Microsoft, monday.com and Dropbox accounts.

“**Documentation**” means the technical documentation, quotas and rate limits WizBI publishes for the Service.

“**Input**” means a question, instruction, file or recording that the Customer or a User submits to the Service.

“**Local Component**” means any WizBI software installed on a computer, server, virtual machine or network of the Customer or anyone on its behalf, including a connector, bridge, agent, script or scheduled task.

“**Order Form**” means a signed quote, order form or online purchase screen that specifies the Service, scope, price and term. An Order Form is governed by these Terms.

“**Output**” means the answer, analysis, report, table, chart, file, summary or alert that the Service produces for the Customer from Input and Customer Data, excluding any WizBI Materials embedded in it.

“**Personal Data**” means information about an identified or identifiable individual, as defined in the applicable data protection law.

“**Service Data**” means information generated by the operation of the Service: logs, telemetry, performance metrics, metadata of queries and tool calls (structure, tables, columns, timing, cost, errors), ratings and feedback, resource consumption, billing data, security and abuse-detection data, and technical metadata describing connected Data Sources. Service Data does not include the substantive business results retrieved from Customer Data.

“**Source Vendor**” means the developer, licensor, distributor or operator of a Data Source or of the software or database in which it is held, and any organisation through which the Customer received the data.

“**Subscription Term**” means the term stated in the Order Form and each renewal of it.

“**Third-Party Provider**” means a provider on which the Service depends and which WizBI does not control, including cloud providers, model providers (such as Google), messaging providers (such as Meta/WhatsApp, Telegram, Microsoft and Slack), Source Vendors and payment providers.

“**User**” means any individual the Customer allows to use the Service or to converse with an Agent in the Customer’s account, including an employee, consultant, supplier, end customer or member of a group in which an Agent is active.

"**WizBI Materials**" means everything WizBI created, developed, configured or acquired, before, during or after these Terms, including when done for the Customer or following work with it: code, models, agents, system prompts, skills, knowledge documents and their structure, dictionaries and semantic layers, schema mappings, query templates, report and dashboard templates, workflows, tools, Connectors, Local Components, MCP servers, routing and model settings, quality metrics, Documentation, interfaces, designs, brands, and every improvement, derivative or adaptation of them.

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2. Acceptance and Scope

2.1. **Formation.** These Terms bind the Customer from the earliest of: signing an Order Form; ticking an acceptance box on registration; or using the Service, including entering a join code, installing a Local Component, connecting a Data Source or sending a message to an Agent. WizBI may keep a record of the acceptance (identity, time, IP address and document version).

2.2. **All use.** These Terms apply to every use of the Service, including trials, pilots, demonstrations, beta features and free use.

2.3. **Business customers only.** The Service is intended for businesses and organisations. On registration or ordering the Customer confirms it is acting for business purposes and provides its company or dealer number. WizBI does not offer the Service to consumers. If mandatory consumer-protection law nonetheless applies to a particular user, it prevails to the extent it cannot be waived.

2.4. **Age.** The Service is not intended for anyone under 18. The Customer will not allow a minor to use it.

2.5. **Website visitors.** Anyone who only browses the Website is bound by Sections 11, 12.5, 13, 14 and 19.

2.6. **Language.** These Terms are made in English, which governs. A Hebrew or other translation is for convenience only.

2.7. **Products covered.** These Terms apply to the WizBI platform and the products offered under the WizBI brand at wizbi.ai. Products and websites operated under a separate brand are governed by their own terms. Where a Customer deploys an Agent that converses with the Customer's own customers, members or the public, those persons are Users of the Customer, the Customer is responsible to them, and WizBI has no contract with them.

3. The Service and Licence

3.1. **Licence.** Subject to payment and compliance with these Terms, WizBI grants the Customer, for the Subscription Term, a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Service, and to allow its Users to use it, for the Customer's internal business purposes and within the scope of the Order Form.

3.2. **WizBI Materials.** The Customer may use WizBI Materials only as needed to use the Service and the Output, and only during the Subscription Term. WizBI Materials embedded in an Output remain licensed after termination, for that Output only, for internal use.

3.3. **Local Components.** Local Components are WizBI Materials licensed in object code only, for operation in the Customer's environment for the purposes of the Service. The Customer will not copy, analyse, disassemble or transfer them, will keep them updated while the Service is in use, and will remove them on termination or at WizBI's request. WizBI may disable a Local Component at any time.

3.4. **API and MCP.** Access through an API, an MCP server or another integration is subject to the Documentation, quotas and rate limits. An access key or token is personal to the system it was issued for.

3.5. **Continuous development.** WizBI develops the Service continuously: it adds and removes capabilities, replaces models and model providers, and changes interfaces, channels, limits and infrastructure. These changes do not require consent as long as the core functionality ordered is not materially reduced. Replacing a model or model provider is not a material change.

3.6. **Material reduction.** If WizBI materially reduces a core capability the Customer ordered, it will give 30 days' notice. An affected Customer may terminate the affected Service by written notice within those 30 days and receive a pro-rata refund of prepaid fees for the unused period. This is the sole remedy for the change.

3.7. **Reserved rights.** All rights not expressly granted are reserved to WizBI. No licence is granted by implication, estoppel or otherwise.

4. Accounts, Users and Channels

4.1. **Customer administers.** The Customer decides who joins, in what role, with access to which Data Sources, and when they are removed. WizBI acts on the permissions the Customer's administrator sets and is not responsible for a permission that was granted, not revoked or set too widely. Anyone who joins through a join code or an email-domain rule the Customer enabled is a User the Customer approved.

4.2. **Identity by channel.** In some channels a User is identified by the channel account (such as a phone number, or a Google or Microsoft account). A message from an authorised account is treated as a message from the authorised User. The Customer is responsible for every action taken through its accounts, join codes and access keys until it notifies WizBI in writing of suspected unauthorised use.

4.3. **Groups and shared channels.** An administrator who adds an Agent to a WhatsApp group, a Slack or Teams channel or a shared conversation represents that they are authorised to do so, that the members know an AI Agent is active and that messages are processed, and that the Customer is responsible for the group's composition and content. Information of the Customer's organisation may be visible to every member of the group.

4.4. **WizBI access.** Authorised WizBI personnel may access the Customer's account, view conversations and logs, converse with the Agent in the organisation's context and perform actions in the Service at the Customer's request, for support, onboarding, quality control, security, incident investigation and legal compliance. Such access is limited to personnel bound by confidentiality, granted on a least-privilege basis, subject to WizBI's access-control and logging procedures, and governed by the DPA.

4.5. **Messaging channels.** Each channel is provided through third-party platforms and by technical means that WizBI selects and may change from time to time, and is subject to the terms and policies of the platform provider (including, for WhatsApp, Meta's terms and policies), with which the Customer will comply. The availability of a channel, number, account or group depends on those platforms and is outside WizBI's control; a platform may block, limit or disconnect a number, account or group at any time. Such blocking, limitation or loss is not a breach by WizBI and gives no right to a refund.

4.6. **Numbers.** A phone number, bot account or channel that WizBI allocates to the Service belongs to WizBI unless agreed otherwise, and WizBI is not obliged to transfer it on termination. A number the Customer connects remains the Customer's, and the Customer is responsible for it.

4.7. **External AI agents.** The Customer may connect its own AI agents or assistants (such as AI assistants offered by third parties) to the Service through MCP or an API. Such agents and their providers are the Customer's vendors, not WizBI subprocessors. Data that leaves the Service through them, and anything they do with it, is outside WizBI's responsibility and is governed by the Customer's agreement with that provider.

4.8. **Proactive messages.** Alerts, scheduled reports, follow-ups and other messages the Service sends on its own initiative under the Customer's settings are actions of the Customer. The Customer will not use the Service to send advertising without the recipient's prior express consent as required by Section 30A of the Communications (Telecommunications and Broadcasting) Law, 5742-1982, and without the required labelling and opt-out. WizBI may limit the volume, frequency and type of messages, require approved templates, and stop sending that appears to be spam or to endanger a channel.

4.9. **Voice.** A voice conversation with an Agent is recorded or transcribed for the purposes of the Service, and the Service is designed to announce this at the start where the channel allows; where it does not, the Customer gives the notice. Continuing the conversation is consent. The Customer will not use the Service to record a conversation between people without their knowledge and without a lawful basis.

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5. Customer Responsibilities

5.1. **Compliance.** The Customer will use the Service in accordance with these Terms, the Documentation and the law, and will ensure its Users do the same. A breach by a User is a breach by the Customer.

5.2. **Rights and notices.** The Customer represents that it has every right, licence, consent and notice required to submit Customer Data to the Service, to connect its Data Sources, and to allow WizBI and its subprocessors to process the data as described in these Terms, and that doing so does not breach any agreement, Source Vendor licence, confidentiality obligation or third-party right. The Customer gives its Users, and every person whose data is processed in the Service, the notice required by Section 11 of the Protection of Privacy Law, 5741-1981, including that data is processed by a service provider, by means of artificial intelligence, and outside Israel. The Customer informs its Users that they are conversing with an AI system and will not remove or hide the notice the Service displays.

5.3. **Sensitive data.** The Customer will not submit to the Service data of special sensitivity (medical, genetic, biometric, criminal, political opinions or beliefs, an individual's financial standing, payment card numbers or passwords) unless agreed in advance in the Order Form and the DPA. The database is treated at the security level stated in the Order Form under the Protection of Privacy (Data Security) Regulations, 5777-2017, and otherwise at the level the Customer has determined for it under those Regulations.

Business systems. Business systems the Customer connects (such as ERP, accounting, payroll and CRM) may incidentally contain data of special sensitivity, such as an individual's financial standing or employees' pay. Such incidental data is not a breach of Section 5.3, provided the Customer connected or approved the system in the Order Form or in the Service. WizBI processes it at the security level stated in the Order Form, and the Customer remains responsible for classifying its database accordingly. The Customer will not connect a module whose main purpose is data of special sensitivity (such as medical or personnel files) unless the Order Form permits it.

5.4. **Customer systems.** The Customer is responsible for the integrity, security, backup and licensing of the systems it connects, including allocating a dedicated, least-privilege, read-only credential for the Service, safeguarding passwords and keys, and informing WizBI when something changes. The Customer backs up Customer Data in its source systems. The Service is not a backup service.

5.5. **Cooperation.** The Customer will provide the information, access and contact persons reasonably needed for onboarding and support. A delay by the Customer extends WizBI's timelines and does not defer payment.

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6. Data Sources and Connectors

6.1. **The Customer connects.** The decision whether to connect a Data Source, which one, by what method, in what scope, with what permissions, from which computer and how often, is the Customer's alone. Every connection is made on the Customer's initiative, instruction and behalf. To the extent required, the Customer appoints WizBI as its agent and service provider to access the Data Sources it connected, using the credentials it provided, and to read, copy, transfer, store and process the data in them, solely to provide the Service to the Customer. WizBI acts as a tool operated by the Customer and not on its own behalf. A recommendation, demonstration, installation or technical assistance by WizBI does not change this and is not a legal opinion that the connection is permitted.

6.2. **Customer warranties.** For every Data Source, at all times while it is connected, the Customer represents and warrants that:

a. the data belongs to the Customer, or the Customer has every right, licence and consent needed to access it, copy it, provide it to WizBI and allow its processing in the Service, including by subprocessors, outside Israel and by means of artificial intelligence;
b. the connection, the connection method, the installation of a Local Component on a computer or server running the Source Vendor's software, the access to its database and the retrieval, copying and use of the data are permitted under the licence, EULA, service, support and any other agreement between the Customer (or whoever provided the data to it) and the Source Vendor, and do not infringe the Source Vendor's copyright, trade secrets, database rights or other rights; and any approval, licence or notice required from the Source Vendor was obtained or given before the connection;
c. the Customer owns or lawfully holds the computer, server and network on which a Local Component is installed or from which access is made, and is authorised to permit the installation and access;
d. a lawful basis, the required consents and the required notices exist for every person or entity the data relates to;
e. the Customer is authorised to provide the connection credentials, and providing them breaches no agreement or security policy that applies to it;
f. where the Customer connects data it received from others (including data of its members or clients), it has obtained from every data owner and every relevant Source Vendor the right to do so, and it is responsible to WizBI for each of them;
g. the connection and use do not breach any law, including the Computers Law, 5755-1995, the Protection of Privacy Law, the Copyright Law, 5768-2007, and the Commercial Torts Law, 5759-1999; and
h. if a licence, agreement or notice of a Source Vendor restricts or prohibits third-party access, software installation, copying or use of the data, or if a Source Vendor has objected, the Customer will tell WizBI in writing before connecting, or as soon as it learns of it. Absent such notice WizBI may assume there is no restriction.

6.3. **WizBI does not verify.** WizBI does not verify, and is not obliged to verify, the Customer's rights in the data, its agreements with Source Vendors or the lawfulness of a connection, and may rely on the Customer's representations. Reliance is not an admission by WizBI and imposes no liability on it. The Customer alone is responsible, to WizBI and to every third party, for the lawfulness of and rights to each connection, its consequences and every claim arising from it.

6.4. **How WizBI connects.** Connectors and Local Components are designed to read data only, by default with read-only permissions. They do not copy or distribute the Source Vendor’s software code, and they do not bypass passwords, encryption or other technical protection measures. The technical operation of a Local Component is described in the Order Form or the product documentation. WizBI does not warrant that a Local Component will not affect the performance of the computer, the network or the Source Vendor’s software. The Customer backs up the computer and the database, tests the impact and reports any fault. WizBI is not liable for a fault, data loss, or any consequence under the Customer’s agreements with a Source Vendor, caused by installing or running a Local Component in accordance with these Terms.

6.5. **Credentials.** The Customer provides dedicated credentials with the minimum permissions required, read-only by default, and not an employee’s personal credentials or administrator rights. WizBI stores credentials securely, uses them only for the connection the Customer configured, and does not display them. The Customer is responsible for rotating, limiting and revoking credentials, for example when an employee leaves or the Service ends, and for updating WizBI. Revoking or reducing a credential may impair the Service and does not reduce the fees.

6.6. **Source Vendor changes.** A Source Vendor may at any time change, restrict, price, block or discontinue its interface, data structure, access policy or licence terms. WizBI is not responsible for this, including for a Connector ceasing to work, data loss or incorrect Output resulting from it. WizBI may, at its discretion, adapt the Connector and price the adaptation, or discontinue the Connector under Section 16.7. WizBI may change the method of connection, including to an interface or export the Source Vendor offers. Fees a Source Vendor charges for access, API, user licences or connection are borne by the Customer.

6.7. **Claims by a Source Vendor or third party.** The Customer will notify WizBI within two business days of any claim, warning letter, demand or proceeding relating to a Data Source connection. On receipt of a claim, letter or demand from a Source Vendor, a data owner or an authority, or where WizBI reasonably suspects that a connection is not permitted, WizBI may, at its discretion and without liability to the Customer: suspend or disconnect the Connector; disable or remove a Local Component; stop synchronisation and export; restrict access to data already collected; require the Customer's written confirmation from the Source Vendor; and preserve the data, logs and records needed to secure evidence. The Customer will have 14 days to produce the Source Vendor's written consent; failing that the Data Source remains disconnected. Disconnection under this Section is not a breach, gives no right to a refund and does not relieve the Customer of payment. The Customer will cooperate in resolving any claim, including as set out in the Order Form or the product terms that apply to the Data Source, and at WizBI's request will authorise WizBI to request from the Source Vendor, on the Customer's behalf, access to or transfer of the Customer's data.

6.8. **Mappings.** The mappings, dictionaries, queries, definitions and know-how WizBI builds to read, interpret and analyse data from a Data Source are WizBI Materials, do not contain the Source Vendor's code, and may be used by WizBI for other customers who connect the same Data Source under their own responsibility. WizBI claims no ownership of Customer Data, of a Source Vendor's database structure or of its software.

6.9. **Non-personal data.** Customer Data that is not Personal Data (such as production, inventory, aggregate sales or sensor data) is governed by Section 9. Personal Data within it is also governed by the DPA.

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7. Customer-Hosted Deployment

7.1. **When it applies.** Where the Order Form states that the Service, or part of it, runs in a cloud account or environment of the Customer (a "Customer Environment"), this Section applies in addition to the rest of these Terms.

7.2. **Customer's environment.** The Customer is responsible for the Customer Environment: its security, configuration, access control, logging, backup, costs (including cloud and model consumption billed by the cloud provider), compliance, and the deletion of data in it. WizBI's commitments on storage location, security measures, retention and deletion apply only to data held in WizBI's own environment.

7.3. **Access and WizBI Materials.** The Customer grants WizBI the access needed to deploy, operate, update and support the Service in the Customer Environment. WizBI Materials deployed there remain WizBI Materials, licensed in object code only for the Subscription Term, and Section 3.3 applies to them. The Customer will not copy, analyse or extract them, will restrict its personnel's access to them to what operation requires, and on termination will delete them from the Customer Environment and confirm this in writing.

7.4. **Service Data.** WizBI may collect Service Data from the Customer Environment for the purposes in Section 9.3.

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8. Fees and Payment

8.1. **Fees.** The fees, billing structure and payment dates are set in the Order Form. Unless it says otherwise: annual plans are billed in advance and payable within 14 days of invoice; monthly plans are charged in advance at the start of each month by credit card or standing order.

8.2. **Currency and taxes.** Prices stated in US dollars are invoiced in New Israeli Shekels at the Bank of Israel representative rate known on the invoice date, unless the Order Form says otherwise. Prices exclude VAT, which is added as required by law. Any other tax, levy or withholding on a payment, except tax on WizBI's income, is borne by the Customer; where withholding applies, the Customer grosses up the payment so that WizBI receives the full amount, unless an exemption certificate is provided.

8.3. **Credits and measurement.** Components priced by consumption (model calls, conversation turns, WhatsApp and SMS messages, voice minutes, transcription, storage, queries, media) are measured in Credits by WizBI's systems. WizBI's measurement is binding absent manifest error. WizBI makes consumption visible in the Service or on request. Unused Credits or quota do not carry over and are not refunded.

8.4. **Overage.** Use beyond the scope ordered (Users, organisations, Data Sources, Credits, volume) is charged at the price list in the Order Form or, absent one, at WizBI's current price list. The Service does not stop when a quota is reached. Monthly overage is capped at the amount stated in the Order Form (by default 20% of the monthly package fee); use beyond the cap requires the Customer's approval. WizBI may limit or slow the Service, or require the Customer to upgrade, instead of or in addition to charging overage.

8.5. **Third-party costs.** Costs originating with Third-Party Providers and embedded in the Service (such as messaging-platform rates, including WhatsApp conversation rates, model providers and telecommunications) may be updated in line with the provider's change, on 30 days' written notice.

8.6. **Price updates.** At renewal WizBI may update prices on 60 days' written notice. Absent notice, prices are adjusted by the increase in the Israeli consumer price index from the base index in the Order Form; a decrease does not reduce the price. A discount, promotion or introductory price applies for the period stated for it only, and lapses at renewal unless renewed in writing. Reducing quantity or term at renewal cancels volume discounts.

8.7. **Late payment.** An amount not paid when due bears interest and linkage under the Adjudication of Interest and Linkage Law, 5721-1961, at the Accountant General's rate for late payments, from the due date until payment. After 21 days' delay and 7 days' written warning WizBI may suspend the Service until the debt is settled; the suspension period counts as service time. After 60 days' delay WizBI may accelerate the remaining fees for the Subscription Term.

8.8. **Invoice disputes.** A dispute about an invoice must be raised in writing, with details, within 14 days of receipt. The undisputed part is paid when due. No set-off and no withholding.

8.9. **No refunds.** Amounts paid are not refundable unless these Terms expressly say so or the law requires. If the Order Form sets a minimum term or amount, early termination by the Customer other than for WizBI's breach does not release it from the balance, which becomes due immediately.

8.10. **Professional services.** Onboarding, custom development, reports, dashboards, integrations, consulting and other work by the hour are charged at the rate in the Order Form according to WizBI's time records, which are binding absent manifest error. Work on the Customer's infrastructure is done on its instruction, under its permissions and responsibility, and after it has backed up its systems. A deliverable the Customer has not rejected in writing, with details, within 7 days of delivery, or has started to use, is accepted. Deliverables are WizBI Materials licensed under Section 3; a transfer of ownership of a specific development requires a separate signed document naming the component and the consideration for ownership.

9. Customer Data, Output, Service Data and Aggregated Data

9.1. **Customer Data is the Customer's.** WizBI acquires no ownership of Customer Data. The Customer grants WizBI and its subprocessors a worldwide, non-exclusive, royalty-free licence, for the term of these Terms and the retention periods in Section 9.8, to store, copy, process, analyse, display and transfer Customer Data to the extent needed to: (a) provide and support the Service; (b) secure and monitor it and prevent abuse; (c) improve and tune the Service for the Customer (for example glossaries, organisation rules, source mappings, answer accuracy); (d) comply with law and protect WizBI's rights; and (e) create Service Data and Aggregated Data.

9.2. **Output is the Customer's.** Subject to full payment and compliance with these Terms, WizBI assigns to the Customer its rights, if any, in the Output, except WizBI Materials embedded in it, which are licensed under Section 3.2. The Customer acknowledges that an Output may be similar or identical to an Output produced for another customer, that an Output may not be protected by copyright or any other right, and that WizBI does not warrant that an Output is unique, protected or non-infringing. Demo data, and Output produced from it in a demonstration or demo group, belong to WizBI.

9.3. **Service Data is WizBI's.** WizBI may collect, keep and use Service Data, during and after these Terms, for any legitimate business purpose, including operation, security, billing, support, research, development and improvement of the Service and the WizBI Materials, model routing and calibration, quality testing and planning. WizBI will not disclose Service Data that identifies the Customer to a third party other than subprocessors, as required by law, or in a transfer of business under Section 19.6.

9.4. **Aggregated Data is WizBI's.** WizBI may create Aggregated Data and use, publish and commercialise it without time limit, as long as it does not identify the Customer, a User or an individual and does not reveal the Customer's confidential information. Examples: industry metrics, cross-organisation performance comparisons, usage statistics and trends. The Customer expressly agrees to this.

9.5. **Service improvement.** WizBI may review, sample and analyse Input, Output, conversations, logs, actions and usage of the Service, automatically and by authorised personnel, for quality control, security, abuse detection, support and improvement of the Service, subject to Sections 9.6 and 9.10. WizBI may use what it learns from use of the Service, including lessons from faults, question patterns, corrections the Customer made and feedback, to improve the WizBI Materials for all customers, provided the improved WizBI Materials do not contain or reveal Customer Data or the Customer's confidential information. General knowledge, skill and experience WizBI's team acquires are not the Customer's confidential information.

9.6. **No foundation-model training.** WizBI will not use Customer Data, Input or Output that identifies the Customer or an individual to train or fine-tune a foundation model of WizBI or of any third party, and operates its model providers in settings that do not permit them to train on Customer Data. Any such use requires the Customer's express written opt-in, in an Order Form or an account setting. Improving prompts, skills, routing and settings under Section 9.5 is not foundation-model training.

9.7. **Feedback.** Feedback, suggestions, bug reports, answer ratings and ideas the Customer or a User gives WizBI become WizBI's property, without consideration, attribution or confidentiality obligation, and the Customer waives moral rights in them. WizBI is not obliged to use them.

9.8. **Retention and deletion.** WizBI keeps Customer Data for the Subscription Term and the export period in Section 16.9. Conversation history and Agent turns are kept during the Subscription Term for a rolling period of 24 months, or as set in the Customer's account settings or the Order Form. After the export period WizBI deletes Customer Data from its active systems within 60 days; copies in backups are overwritten in the normal backup cycle, within 90 days, and are not restored for use. WizBI confirms deletion in writing on request. WizBI may keep after termination: Service Data and Aggregated Data; billing, invoicing and contract records as required by law and for up to seven years; and Input, Output and logs connected to suspected abuse, a breach of Section 11, a security incident, a claim or a legal hold, for as long as needed to investigate, defend or comply with law.

9.9. **Publicity and attribution.** WizBI may name the Customer and display its logo in its customer list, on the Website and in presentations, unless the Customer opts out in writing. A quotation, case study or publication with details requires the Customer's written approval. Output, reports and pages the Service produces may carry the mark "Powered by WizBI", which the Customer will not remove without WizBI's approval.

9.10. **Google and Microsoft API data.** Notwithstanding Sections 4.4 and 9.3 to 9.5, data obtained through Google APIs is used only to provide or improve user-facing features of the Service for the Customer concerned, in accordance with the Google API Services User Data Policy, including its Limited Use requirements. Such data is not transferred to others except to provide or improve those features, for security purposes or as required by law; is not read by humans except with the User's consent, for security purposes or as required by law; is not used for advertising; is not used to create Aggregated Data for publication or commercialisation; and is not used to develop, improve or train generalised AI or machine-learning models. The same applies to data obtained through Microsoft APIs where Microsoft's terms so require.

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10. Artificial Intelligence

10.1. **Decision-support tool.** The Service uses language and speech models to interpret questions, retrieve and analyse data, summarise, suggest and alert. It is an aid to decision-making. It is not professional advice of any kind, including business, accounting, tax, legal, investment, financial, insurance, medical, veterinary, agronomic, engineering, safety or employment advice, is not tailored to any individual's circumstances, and is no substitute for a qualified professional. The Service is not a party to any transaction, decision, engagement or report the Customer makes in reliance on it. The Service is a business-specific tool that operates on the Customer's own data and configuration; it is not a general-purpose AI assistant.

10.2. **Models make mistakes.** Output is generated automatically, usually without human review, and may be wrong, incomplete, outdated, biased, inconsistent or fabricated (a confident statement of something untrue), particularly in numbers, amounts, dates, calculations, cross-references, names, quotations and sources. The same question may receive different answers at different times. Output is only as good as the data: a missing, wrong, duplicate, late or unsynchronised record produces a wrong Output, and WizBI does not verify Customer Data.

10.3. **The Customer verifies.** The Customer is responsible for reviewing every Output, and for professional human review and verification against the source before relying on an Output for a decision of consequence, and in any event before: a payment, commitment or transaction; an accounting entry or a report to an authority, tax office, bank, auditor or board; a decision about an employee, candidate, customer or supplier; a health or treatment decision (including for animals); and a safety action. When the Customer passes an Output to others it will tell them it was produced by AI and should not be relied on without review.

10.4. **AI disclosure.** The Service is designed to display, in its channels and where the channel allows, at the start of a conversation or on joining, a notice that the User is conversing with an AI system, and to announce in a voice call that the call is with an AI and whether it is recorded. Where a channel does not allow the notice, the Customer gives it to its Users. The Customer will not remove, hide or alter the notice, will not present an Agent as a person, and is responsible for any further disclosure the law requires of it, including when it publishes AI-generated content. Where the Service generates synthetic audio, image or video content, WizBI marks it, or uses a model that marks it, as AI-generated in a machine-readable form where technically feasible.

10.5. **Agent actions.** An action an Agent performs because the Customer or its User configured, enabled, approved, scheduled or permitted it (including alerts, scheduled reports, sending messages, creating files, calling an external system or writing to it) is an action of the Customer. The Customer is responsible for the permissions, the Agent's configuration, its supervision and the results of its actions. The Service's default is read-only access to the Customer's systems; writing, changing or deleting in those systems, and sending messages outside the organisation, are enabled only when expressly ordered and within the scope defined, preferably with human approval before execution. A document, email, message or page an Agent reads may contain instructions that attempt to divert it (prompt injection); WizBI applies reasonable measures to reduce this risk but cannot eliminate it, and the Customer limits the permissions and sources an Agent is exposed to accordingly. WizBI may set limits on turns, calls, time, cost and scope of actions and stop an action that exceeds them.

10.6. **Models and providers.** The Service uses models of Third-Party Providers, as described in the DPA, and may use different providers as backup, for comparison or for specific capabilities. WizBI may select, replace, upgrade and retire models and providers at any time, including for cost, availability, quality or a provider's requirement; this is not a material change. WizBI operates model providers under commercial terms under which, according to those terms, Customer Data is not used to train their models. WizBI is not liable for an act or omission of a model provider in breach of its own terms.

10.7. **High-risk uses.** The Customer will not use the Service to make, automatically and without review and approval by a qualified person, a decision with legal or similarly significant effect on an individual, including in employment (recruiting, screening, evaluation, promotion, dismissal, pay), credit and credit scoring, insurance and underwriting, housing, education and student assessment, eligibility for public services or benefits, health, diagnosis and treatment, justice, law enforcement and immigration, and critical infrastructure. A Customer that uses the Service in one of these fields, even with a human in the loop, will tell WizBI in advance, is responsible for every regulatory obligation that applies to it (including as a deployer under the EU AI Act, where it applies), and indemnifies WizBI under Section 15.1.

10.8. **Prohibited AI uses.** In addition to Section 11, the Service must not be used for: emotion recognition of employees or students; biometric categorisation of people by sensitive characteristics; facial or voice recognition for surveillance; social scoring; manipulation exploiting a person's vulnerabilities; sexual content involving minors or intimate content without consent; impersonating a real person or creating a deepfake without consent and labelling; developing weapons or malware or attacking infrastructure; fraud, deception, spam or disinformation; licensed professional advice to the public without review by a licence holder; and any use prohibited by the relevant model provider's usage policy.

10.9. **Voice and biometrics.** Recordings and media submitted to the Service are processed for transcription, understanding and response and kept as set out in Section 9.8 and the DPA. The Service does not create voiceprints and does not identify people by voice or face unless expressly ordered and with the required consent. Cloning a person's voice requires that person's written consent and is the Customer's responsibility.

11. Acceptable Use

11.1. **Prohibited conduct.** The Customer and its Users will not, themselves or through others, and will not help others to:

a. copy, reproduce, translate, modify, create derivative works of, distribute, sell, rent, lease, provide as a service bureau or otherwise re-offer the Service or any part of it;
b. reverse engineer, decompile or disassemble the Service, or attempt to discover source code, structure, algorithms, models, weights, system prompts, skills, tools, schemas or logic, including by questions to an Agent intended to expose its instructions or tools (prompt extraction), instruction injection (prompt injection) or jailbreaking, except to the extent the law expressly permits this despite the prohibition;
c. extract data, Output or content from the Service systematically, automatically or in abnormal volume, including by scraping, crawling, bots or headless browsers, beyond ordinary use and the documented interfaces (indexing of the Website's public pages by search engines and AI answer engines in accordance with the Website's robots.txt is permitted);
d. use the Service, the Output or the WizBI Materials to develop, train, fine-tune, evaluate or improve an AI model, product or service that competes with WizBI, or to replicate the Service's capabilities, features, interface or structure (including by distillation); access the Service as, for or on behalf of a competitor of WizBI; or monitor the Service's availability, performance or capabilities for competitive purposes;
e. publish a benchmark, test or analysis of the Service without WizBI's written approval;
f. circumvent, disable or impair security, authorisation, quota, rate-limit, filtering, billing or monitoring mechanisms; open multiple accounts to evade a limit or block; share an account, join code or API key with anyone unauthorised; or access data, an account, an organisation or a system they are not authorised to access;
g. perform or allow a vulnerability scan, penetration test, red-team exercise, load test or attempt to bypass the protections of the Service or its models, except as coordinated with and approved in advance in writing by WizBI, on the conditions it sets;
h. upload or send through the Service content that is unlawful, infringing, abusive, threatening, harassing, racist, defamatory or sexually explicit, or that violates another person's privacy or rights; malicious code; Personal Data of another person they are not permitted to provide; or data collected unlawfully;
i. carry out a denial-of-service attack or intentional overload; or
j. use the Service for fraud, impersonation, deception, money laundering, terror financing, sanctions violations or any offence, or in breach of the usage policies of a

Third-Party Provider (such as those of Google, WhatsApp Business and Meta).

11.2. **Enforcement.** WizBI may monitor use, automatically and by authorised personnel, to enforce this Section. On a breach or reasonable suspicion of one WizBI may, in addition to any other remedy, remove content, suspend a User, number, channel, key or account, block IP addresses, terminate under Section 16.5, and take legal proceedings, including for an injunction. For a breach of Sections 11.1(b) to 11.1(d) WizBI is entitled, in addition to any other remedy, to an injunction and to damages or, at its election, to the profits the Customer or a third party derived from the breach. A breach of this Section is a material breach and is not subject to the liability cap (Section 14.4(d)).

11.3. **Policies.** WizBI may publish on the Legal Hub an Acceptable Use Policy and an AI Use Policy that restate Sections 10.7, 10.8 and this Section 11 as standalone documents. Where published they form part of these Terms; where they differ from these Terms, these Terms prevail.

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12. Security, Privacy and Confidentiality

12.1. **Security.** WizBI implements reasonable administrative, physical and technical security measures, as described in the DPA, within an information security management system certified to ISO/IEC 27001:2022 to the extent of the certificate. WizBI does not undertake to hold a particular certification throughout the term but will inform the Customer if the certification lapses and is not renewed. WizBI may update its measures provided the overall level of protection is not materially reduced.

12.2. **Roles and the DPA.** For Personal Data within Customer Data the Customer is the controller (database owner) and WizBI is the processor (holder), and the DPA applies. The DPA forms part of these Terms and applies to every Customer automatically; WizBI will provide a countersigned copy on request. For account, User, Service, billing and Website data WizBI is the controller and the Privacy Policy applies.

12.3. **Subprocessors.** The Customer approves the subprocessors described in the DPA and their replacement under it, which provides for advance notice and a right to object for reasonable data-protection grounds. The Customer’s own systems and accounts (such as its Priority, monday.com, Dropbox, Google Drive or BigQuery) and their vendors are not WizBI subprocessors; they are governed by the Customer’s agreements with them and by Section 6.

12.4. **Security incidents.** WizBI will notify the Customer without undue delay of a security incident affecting Customer Data, as set out in the DPA. A notification is not an admission of liability.

12.5. **Confidentiality.** Each party will keep the other's confidential information secret, use it only for the purposes of these Terms, and disclose it only to its employees, officers, advisers, subprocessors and financing sources who need to know it and are bound by confidentiality no less protective than these Terms; the receiving party is responsible for them. Confidential information excludes information that is or becomes public other than through breach, was lawfully known to the receiver before disclosure, was lawfully received from a third party not bound by confidentiality, or was developed independently without use of the confidential information. Disclosure required by law, court order or a competent authority is permitted, to the extent required, after notice to the other party where the law allows. The terms of these Terms, WizBI's prices, the structure of the Service, test results, benchmarks and information about faults and vulnerabilities are WizBI's confidential information. These obligations last for the term and five years after it; for trade secrets, WizBI Materials and Personal Data, for as long as they are protected by law. A breach or threatened breach of this Section or of Section 3 may cause harm that cannot be compensated in money, and the injured party is entitled to an injunction or interim relief, without proof of damage and without posting security to the extent the law allows, in addition to any other remedy.

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13. Warranties and Disclaimers

13.1. **Authority.** Each party represents that it is authorised to enter into these Terms and that doing so breaches no other obligation of it.

13.2. **WizBI warranty.** WizBI will provide the Service with reasonable care and skill, in accordance with the Documentation, and without materially reducing the core functionality ordered during the Subscription Term. The sole remedy for breach of this warranty is that WizBI will use reasonable efforts to correct the Service within a reasonable time and, if it has not done so within 30 days of a detailed notice, the Customer may terminate the affected Service and receive a pro-rata refund of prepaid fees for the unused period.

13.3. **Disclaimer.** Except as stated in Section 13.2, and to the fullest extent the law permits, the Service, the Output, beta features, free services and all third-party content and data are provided “as is” and “as available”. WizBI makes no warranty, express or implied, that the Service or the Output will be accurate, complete, current, uninterrupted, error-free or free of vulnerabilities, fit for a particular purpose or merchantable, or that they will produce any business, operational, financial, agricultural or regulatory result.

13.4. **Matters outside WizBI’s responsibility.** WizBI is not responsible for: (a) a fault, delay, change, block or discontinuation at a Third-Party Provider; (b) missing, wrong, late or unsynchronised data in source systems; (c) the Customer’s systems, networks, devices and permissions; (d) use contrary to these Terms or the Documentation; (e) a decision made in reliance on an Output and its consequences; or (f) content uploaded by a User or group member.

13.5. **No SLA.** The Service carries no service-level commitment or availability guarantee unless a dedicated service annex is signed in an Order Form. The response targets on the Support Page are effort targets; missing one gives no right to a credit, compensation or termination.

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14. Limitation of Liability

14.1. **No indirect damages.** Neither party is liable for indirect, consequential, special, incidental or punitive damages, or for loss of profit, revenue, anticipated savings, goodwill, data (other than the reasonable cost of restoring it from a backup), business opportunity or business interruption, on any basis, even if advised of their possibility.

14.2. **Cap.** WizBI’s total aggregate liability to the Customer, on any basis (contract, tort, unjust enrichment, negligence or otherwise) and for all events together, will not exceed the amount the Customer actually paid WizBI for the affected Service in the 12 months preceding the first event giving rise to the claim.

14.3. **Free use.** For a free service, trial, pilot, beta feature or Website browsing, WizBI’s total liability will not exceed NIS 500.

14.4. **Exceptions.** The exclusions and cap do not apply to: (a) damage caused intentionally or by gross negligence; (b) bodily injury; (c) the Customer’s payment obligations; (d) the Customer’s breach of Sections 3, 6, 11 or 12.5 or use of the Service beyond the licence; (e) the Customer’s indemnities under Section 15.1; or (f) liability that cannot be limited by law.

14.5. **Personnel and basis of bargain.** WizBI's liability for its subprocessors and Third-Party Providers is subject to this Section. WizBI's employees, officers and suppliers have no personal liability to the Customer. The parties agree that these limitations are reasonable, reflect the agreed allocation of risk and the price, and that without them WizBI would not have contracted or would have charged a different price.

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15. Indemnities

15.1. **By the Customer.** The Customer will defend, indemnify and hold harmless WizBI, its officers, employees and suppliers from and against every claim, demand, proceeding, sanction, fine, damage and expense (including reasonable legal fees) arising from: (a) Customer Data, Input or a Data Source the Customer connected, including a claim that they infringe a third party's rights or were collected unlawfully; (b) the absence of a lawful basis, consent, licence or notice for which the Customer was responsible under Section 5 or the DPA; (c) messages sent in the Customer's name or under its settings, including under Section 30A of the Communications Law; (d) use of the Service or the Output by the Customer or its Users contrary to these Terms or the law, including a high-risk use without a human in the loop; (e) Agent actions the Customer configured or approved; (f) a claim or dispute of a User, employee, end customer or Source Vendor of the Customer, including about monitoring, analysis or processing of their conversations or data; and (g) any connection of a Data Source or installation of a Local Component at the Customer's request, including a claim by a Source Vendor, system operator, data owner or authority that the connection, the Local Component, the access, the retrieval or the use of the data infringes a licence, terms of use, copyright, trade secret, database right, the Computers Law or any other law, and including the costs of defence and representation in civil, administrative or criminal proceedings and the costs of preserving evidence, deletion and disconnection. This indemnity does not cover a fine or penalty imposed on WizBI for its own criminal act to the extent such indemnity is unenforceable, and does not apply to the extent a claim results from WizBI's breach of these Terms. It is not subject to the cap in Section 14.

15.2. **By WizBI.** WizBI will indemnify a Customer that signed an Order Form and paid for the Service against a third-party claim that the Service, as provided by WizBI, unmodified and used in accordance with these Terms, infringes that third party's copyright, trademark or trade secret, and will pay the damages awarded in a final judgment or agreed in a settlement WizBI approved. The indemnity does not cover a claim arising from: Customer Data or Input; Output; a modification not made by WizBI; combination with a product, data or service not supplied by WizBI; a model, platform or content of a Third-Party Provider; continued use after WizBI notified of a possible infringement or offered an alternative; use contrary to these Terms; or a free service, trial, pilot or beta feature.

15.3. **Remedies for infringement.** If the Service is alleged, or in WizBI's view may be alleged, to infringe, WizBI may at its option and expense: obtain a licence for continued use; modify or replace the Service so that it does not infringe, without material loss of functionality; or, if neither is commercially reasonable, terminate the affected Service and refund prepaid fees for the unused period. Sections 15.2 and 15.3 are WizBI's entire liability and the Customer's sole remedy for intellectual-property infringement. WizBI's indemnity is subject to the cap in Section 14.2.

15.4. **Procedure.** The indemnified party will notify the indemnifying party in writing promptly, give it sole control of the defence and settlement, and cooperate reasonably at the indemnifying party's expense. The indemnified party may participate at its own expense. Neither party will settle on behalf of the other, or admit liability on its behalf, without its written consent, not to be unreasonably withheld. WizBI may retain its own counsel at the Customer's expense where there is a conflict of interest, where the claim is also directed at WizBI itself, or where the claim may harm WizBI's reputation or the WizBI Materials.

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16. Term, Renewal, Suspension and Termination

16.1. **Term.** These Terms are in force from acceptance for as long as an Order Form is in force or the Service is in use. The Subscription Term is as stated in the Order Form; absent a statement, 12 months.

16.2. **Renewal.** At the end of the Subscription Term it renews automatically for the same period unless a party gives written notice of non-renewal at least 30 days before it ends (for a monthly plan: by the end of the calendar month before renewal).

16.3. **Pilots and trials.** A pilot or trial ends on the date set for it. It converts into a paid subscription only if the Order Form says so and states the end date, the plan and price that apply afterwards and the date by which the Customer may cancel, and WizBI has sent the Customer a reminder at least 14 days before the end date. A demonstration, demo group or conversation with an Agent outside a signed Order Form never converts into a paid subscription.

16.4. **Suspension.** WizBI may suspend, limit or slow the Service, in whole or for a User, channel, number, integration or key, to the extent and for the time reasonably required, if: (a) there is a reasonable risk to security, of abuse, of unauthorised access, or of harm to the Service, other customers, WizBI or a third party; (b) there is reasonable suspicion of a breach of Sections 3, 10, 11 or 12.5; (c) the law, a court order, a competent authority or a Third-Party Provider requires it, or a Third-Party Provider has suspended, blocked or limited WizBI; (d) payment is overdue under Section 8.7; or (e) use creates an abnormal cost unreasonable in relation to the fees. WizBI will use the least restrictive measure reasonably available, notify the Customer in advance where possible and otherwise promptly, and restore the Service when the ground is removed. WizBI is not liable for damage caused by a suspension under this Section.

16.5. **Termination for breach.** Either party may terminate these Terms or an Order Form by written notice if the other party commits a material breach and does not cure it within 30 days of a detailed notice (14 days for late payment). WizBI may terminate immediately for a breach of Sections 3, 11 or 12.5, or for use of the Service to harm a third party.

16.6. **Insolvency.** Either party may terminate immediately if the other enters insolvency proceedings, has a trustee or receiver appointed, obtains a stay of proceedings or is wound up, and the proceeding is not dismissed within 45 days, or if it ceases to operate.

16.7. **Discontinuation.** WizBI may discontinue a product, capability or integration for all customers, or a service a Third-Party Provider has stopped supporting, on 30 days' notice (or less if the Third-Party Provider gave less), with a pro-rata refund of prepaid fees for the unused period or a transition to an alternative service.

16.8. **No termination for convenience.** The Customer may not terminate for convenience during a Subscription Term unless the Order Form allows it. The Customer may give notice of non-renewal under Section 16.2. WizBI may terminate on 30 days' notice, with a pro-rata refund of prepaid fees, if the Customer is acquired by, or comes under the control of, a competitor of WizBI.

16.9. **Effect of termination.** On termination the licence ends; the Customer stops using the Service, removes Local Components and deletes keys and tokens; and every amount accrued becomes due. Within 30 days of termination (extendable to 60 or 90 days in the Order Form), on written request and provided the Customer has paid everything it owes, WizBI will enable the Customer to export the Customer Data held in WizBI's environment and its saved Output in a standard format (such as CSV or JSON). WizBI Materials are not exported. Work beyond a standard export is charged at a reasonable hourly rate. After the export period WizBI deletes Customer Data under Section 9.8 and the DPA and is not responsible for data not exported in time. Termination in accordance with these Terms gives no right to a refund unless expressly stated.

16.10. **Survival.** Sections 1, 8 (for accrued amounts), 9, 11, 12.5, 13.3 to 13.5, 14, 15, 16.9, 16.10 and 19, and any other provision that by its nature should survive, survive termination.

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17. Changes to these Terms

17.1. **Updates.** WizBI may update these Terms and the documents on the Legal Hub. A material change will be published on the Legal Hub and sent by email or through the Service channel 14 days before it takes effect. A Customer that does not agree may terminate by written notice before the change takes effect and receive a pro-rata refund of prepaid fees for the unused period; this is the sole remedy. Continued use after the change takes effect is acceptance. Changes required by law, changes relating to a new capability and changes that do not adversely affect the Customer apply immediately. A commercial term expressly set in a signed Order Form does not change without the Customer's consent until the end of its term.

17.2. **Versions.** Each version of these Terms is archived at the Legal Hub with the date it took effect. The version in force at the time of an event applies to that event. Earlier versions are provided on request.

18. Force Majeure and Platform Dependency

18.1. **Force majeure.** A party is not liable for delay or failure in performance (other than payment) caused by circumstances beyond its reasonable control, including war, hostilities, terrorism, emergency, pandemic, natural disaster, strike, government order, power or communications failure, a cloud provider outage, a wide-scale cyberattack, and a decision, change or fault of a Third-Party Provider on which the Service depends, such as a change of terms, policy, prices, quotas or interfaces, blocking of an account, number or application, retirement of a model or interface, or discontinuation of service. The affected party will notify the other promptly and act reasonably to mitigate. WizBI may offer an alternative channel, model or provider and price it separately.

18.2. **Prolonged event.** If a force-majeure event continues for more than 60 consecutive days and materially prevents the Service, either party may terminate the affected Service by written notice, with a pro-rata refund of prepaid fees and no further liability.

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19. Governing Law and General

19.1. **Law.** These Terms are governed by the laws of the State of Israel, without regard to its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

19.2. **Venue.** The competent courts of the Tel Aviv-Jaffa district have exclusive jurisdiction. WizBI may in addition seek interim relief, an injunction or collection of a debt in any competent forum, in Israel or elsewhere. Before commencing proceedings (other than for urgent relief or collection) the parties will try to resolve the dispute in a discussion between senior managers within 30 days of a written notice.

19.3. **Customers outside Israel.** A Customer established outside Israel agrees to the law and venue in this Section. Mandatory provisions of the data protection law of its country apply only to Personal Data and only to the extent they cannot be waived, as set out in the DPA.

19.4. **Entire agreement.** These Terms, the Order Form and the documents on the Legal Hub are the entire agreement on their subject matter and replace every prior representation, proposal, presentation, questionnaire, correspondence or understanding. WizBI's answer to a security questionnaire, vendor questionnaire or Customer requirement is information only and is not part of the agreement unless expressly attached to a signed Order Form. Where WizBI gave a Customer a written commitment before accepting these Terms, that commitment continues only if recorded in the Customer's Order Form.

19.5. **Amendment and waiver.** Except under Section 17, these Terms may be amended only in writing signed by both parties. A waiver, extension or failure to act is not a waiver of a right.

19.6. **Assignment.** The Customer may not assign or transfer these Terms or any right under them without WizBI's prior written consent. WizBI may assign or transfer these Terms, in whole or in part, to an affiliate, to an acquirer of its business or of the Service, or in a merger or reorganisation, on notice to the Customer.

19.7. **Subcontractors and relationship.** WizBI may use contractors and subprocessors and is responsible for them under these Terms. The parties are independent contractors; nothing creates a partnership, joint venture, agency (other than under Section 6.1) or employment relationship.

19.8. **Sanctions.** The Customer represents that it is not subject to sanctions. WizBI may block access from sanctioned countries or persons.

19.9. **Notices.** Notices under these Terms are given in writing to the addresses and email in the Order Form or the account. An email is deemed received on the business day after it is sent. Operational and general notices may be given in the Service interface or channel. Notices to WizBI: legal@wizbi.ai.

19.10. **Severability.** A provision held invalid will be narrowed or amended to the minimum extent needed to make it valid, and the rest of these Terms continue to apply.

19.11. **Records.** WizBI's computer records, logs and measurements are prima facie evidence of their content, including as to acceptance, use, consumption and notices.

19.12. **Interpretation.** Headings are for convenience. "Including" and "such as" are not exhaustive. The singular includes the plural and each gender includes every gender. The rule of interpretation against the drafter does not apply, as each party had the opportunity to take legal advice.

19.13. **Signature and beneficiaries.** These Terms and an Order Form may be signed electronically and in counterparts. These Terms confer no right or remedy on any third party, including Users, the Customer's employees or group members.

Signature (where the Customer signs these Terms directly rather than an Order Form)

	WizBI.AI Ltd.	Customer
Name	Omer Cohen	
Title	CEO	
Signature		
Date		