

# Terms of Use

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Naboo Research Ltd. (“Naboo”, “our”, “we” or “us”) offers to its customers (“Customers”) its proprietary Software-as-a-Service solution including any downloadable/local components Naboo makes available in connection therewith (the “Apps” and collectively the “Solution”), through which Naboo provides its customers with services for corporate knowledge base retention in the process of software development (the “Solution Services”) obtained through monitoring of the relevant customer’s development documentation and certain third-party software applications and platforms used by such customers in the scope of their software development efforts (“Business Applications”). In addition, our Website located at <https://naboo.ai/> offers visitors (respectively “Website” and “Visitors”), information on our company, technology and information concerning our Solution, as well as demos and trials of our Solution (if such are made available). The Website together with the Solution and related services, except if specifically otherwise designated, shall be referred to herein as the “Services”. “Users” or “you” refer to: (I) Customer’s first user of the Solution (“Customer’s Admin”), (II) end users invited by Customer and/or by Customer Admin (namely employees and any other Customer personnel) and who use or access the Services under Customer’s account (the “End User(s)”), (III) and Visitors. Each of the Users may access and use the Services in accordance with the terms and conditions hereunder.

By entering to, connecting to, accessing or using the Services, you acknowledge that you have read and understood these Terms of Use (the “Terms of Use”), including our Privacy Policy which governs our use of information about End Users and Visitors’ interaction with the Services (the “Privacy Policy”, collectively with these Terms of Use, the “Terms”) and you agree to be bound by the Terms and to comply with all laws and regulations that apply to your use of the Services and you agree that these Terms constitute a binding and enforceable legal contract between Naboo and you.

**ATTENTION - PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SOLUTION AND SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, DOWNLOAD, CONNECT TO, ACCESS OR USE THE SERVICES AND/OR WEBSITE IN ANY MANNER.**

**IF YOU ARE THE FIRST PERSON TO USE OR ACCESS THE SERVICES, YOU AGREE THAT YOU SHALL BE DEEMED A CUSTOMER ADMIN FOR THE PURPOSE OF THESE TERMS, UNLESS YOU ACTIVELY NOTIFY US THROUGH THE SOLUTION THAT YOU HAVE DESIGNATED ANOTHER END USER OF THE CUSTOMER TO ACT IN SUCH CAPACITY. CUSTOMER ADMIN HEREBY REPRESENT, AGREE AND ACKNOWLEDGE THAT (I) IT HAS BEEN DESIGNATED BY CUSTOMER AND HAS FULL LEGAL AUTHORITY TO USE AND REGISTER TO THE SERVICES AND BIND CUSTOMER TO THESE TERMS; AND (II) THESE TERMS ALSO CONSTITUTE A BINDING CONTRACT BETWEEN CUSTOMER AND NABOO.**

CUSTOMER ADMIN, END USER AND CUSTOMER, HEREBY REPRESENT AND WARRANT THAT CUSTOMER ADMIN AND END USER'S USE OF AND ACCESS TO THE SERVICES ASSOCIATED WITH CUSTOMER, ARE PERFORMED UNDER CUSTOMER'S AUTHORIZATION AND SHALL INURE TO THE BENEFIT OR LIABILITY OF THE CUSTOMER.

Any separate written agreement entered into between Naboo and Customer with respect to use and access to the Solution, shall take precedence over conflicting provisions in these Terms.

## **1. The Services**

### **1.1. Naboo Solution**

The Solution is an online Software-as-a-Service platform which is intended to assist Customers in corporate knowledge base retention in the process of software development. In order to use the Naboo Solution it is required to connect the Solution to Customer's Business Applications (if and as such are supported by Naboo) by providing Naboo with the relevant access credentials and thereby allowing Naboo to collect and analyze data concerning Customer's software development process through such access to the Business Applications. Customer (including via the Customer Admin) has sole control over which of the Business Applications that Naboo supports, are connected to the Customer Naboo account, and over which permissions are granted to Naboo in its access to such connected Business Application accounts.

### **1.2. Scope and Applicability**

These Terms of Use apply only to your access and usage of the Services.

### **1.3. Modification of the Services**

Naboo may continuously update its Services with new capabilities or offerings or replace and/or discontinue some of the capabilities with others. You acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. In addition, Naboo may at any time, in its sole discretion add or remove supported Business Applications from the Solution. Customer's sole remedy in the event of such changes shall be, where such changes reflect a material decrease in functionality, to terminate any affected subscription to the Solution. In such event Customer is required to provide Naboo with written notice of such termination not later than within fourteen days of being notified of such adverse change and Naboo shall provide Customer with a refund for the pre-paid un-used subscription fees.

## **2. Registration and User Account**

### **2.1. Account Registration**

In order to use the Services, Customer's Admin must register and open an account through the Website or as otherwise directed by Naboo (the "Naboo Customer



Account"). Registration may be performed in several manners which we may make available such as through certain credentials (e.g. name, email and password) or other

identity verification login. We may allow Customer Admin and/or other End Users to invite other End Users to join the Naboo Customer Account as End Users associated with the Naboo Customer Account. A person receiving such invite from Naboo may choose to join the Naboo Customer Account or if such person is not yet a registered End User, s/he will be required to first register to the Naboo Solution and open an End User account ("Naboo End User Account"). The term "Naboo Account" will refer to the Naboo Customer Account and/or the Naboo End User Account, as the case may be.

## **2.2. Customer's Admin Permissions**

A Customer Admin holds and may delegate, different roles and permissions to End Users, such as without limitation, to designate other End Users as Customer Admin, allowing certain view and configuration permissions, making payments and placing orders for the Services, etc. all according to the permissions matrix made available by Naboo from time to time (the "Naboo Permission Matrix"). By registering to a Naboo Account, you hereby agree to the Naboo Permission Matrix.

## **2.3 Account Security**

You are responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by Naboo) of your Naboo Account and for all activities that occur under your Naboo Account. You agree not to disclose your login credentials to any third party, and you are responsible for any use or misuse performed through your Naboo Account (including by any third party if you do choose to disclose these credentials). We reserve the right to temporarily suspend or permanently terminate your Naboo Account if we determine that you or anyone on your behalf is using your Naboo Account in a manner which violates these Terms.

## **2.4 Naboo Demo**

We may make available on the Website certain demonstration of the Services ("Demos") and/or allow you to register for a free or paid trial of the Services and Solution ("Trial"). Any Demos and Trials and any use thereof are governed by these Terms. You acknowledge that we may, in our sole discretion and at any time(s), add, remove, discontinue, edit or otherwise change any part of the Demos or Trials (either prospective or ongoing) and the Services made available under such Demos or Trials, without notice, and delete any User Data provided in the scope of such Demos and Trials.

## **2.5 User Updates**

If you wish to modify your Naboo Account information, or if you wish to terminate your Naboo Account, you may do so by contacting Naboo support available at [hi@naboo.ai](mailto:hi@naboo.ai). Your Naboo Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date you will no longer be able to access your Naboo Account and the permissions, rights and licenses granted to you under these Terms shall terminate.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR



UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR NABOO ACCOUNT. NABOO SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

## 3. Property Rights; License

### 3.1 Naboo Intellectual Property

Any proprietary and intellectual property rights in and to the Solution and the Website including any content thereof, such as logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof (the “Content”) and related materials, Naboo’s trademarks, trade names, copyrightable materials, designs, “look and feel,” all whether or not registered and/or capable of being registered, and any and all Feedback as defined herein, but excluding any Product Data (Collectively, the “Naboo Properties”), are owned and/or licensed to Naboo or its affiliates or licensors and are subject to copyright and other applicable intellectual property rights under Federal and state United States law, foreign laws and international conventions.

### 3.2 Your Use Rights

Subject to your compliance with these Terms, and unless otherwise agreed in writing between you and Naboo, Naboo grants you a limited, worldwide, non-exclusive, non-assignable, non-tradeable, non-sub-licensable, fully and immediately revocable at our discretion, license, to access and use the Website and where you have purchased a subscription to use and access the Solution or where you have registered for a free-tier subscription of the Solution (if such is made available by Naboo) (each a “Subscription”) for the duration of such Subscription period (“Subscription Period”) or otherwise if you have registered for a Trial or Demo (as such terms defined below), to use the Solution in the scope of such Subscription, Trial or Demo, all solely for Customer’s internal business purposes, in accordance with these Terms. Except as stated above, no other rights in the Solution or the Services are granted.

### 3.3 Use Restrictions

You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Website and/or the Solution, or any parts thereof, for any purpose, (ii) remove or delete any and all copyright notices, restrictions and signs indicating proprietary rights of Naboo and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Website and/or the Services, (iii) create a browser or border environment around the Website, and/or Solution, link, including in-line linking, to elements on the Website or Solution, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, including any Customer Data (as defined below), in a manner



which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available;

(vii) use the Services for and/or in connection with any form of spam, unsolicited mail or similar conduct; (viii) access and/or use any Services and/or the Content in order to build a competitive product or service; (ix) publish or disclose to any third party any quality, performance or benchmark test analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein. You hereby agree that upon Naboo's request you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of these Terms.

### **3.4 Feedback**

In the event that Users provide Naboo with any suggestions, comments or other feedback relating to Naboo's Services (collectively, "Feedback"), such Feedback is provided 'As Is' and is deemed as the sole and exclusive property of Naboo and you hereby irrevocably assign to Naboo all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations or which you are otherwise preclude from providing to Naboo, and shall promptly inform Naboo as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you.

### **3.5 Third Party Components**

The Services may use or include third party software, files and components that are subject to open source and third-party license terms ("Third Party Components"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the relevant Third Party Components. You acknowledge that Naboo is not the author, owner or licensor of any Third Party Components, and that Naboo makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components.

## **4. Confidentiality**

Either party (a "Disclosing Party") may disclose or make available to the other party (a



"Receiving Party") certain information regarding its technology, operations and business ("Confidential Information"). Receiving Party agrees to use best reasonable industry measures to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required to provide or use of the Services or the Solution in the scope of the parties' engagement hereunder. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally

available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that, unless otherwise prohibited by applicable law, Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. Receiving Party shall in any event remain liable for any actions or omissions performed by its employees and service providers, as if performed by Receiving Party. Upon termination or expiration of this agreement for any reason or upon User's written request, Naboo shall return or permanently destroy all Product Data related to User in its possession.

## **5. Our Privacy Policy; Product Data**

### **5.1 Privacy**

In the scope of the Services, Naboo shall have access to and may process, information concerning End Users' use of and access to the Services, including but not limited to technical and aggregated non-identifiable usage information, contact information and other information you may elect to share within the Services ("User Data"). Any personal data that we collect or obtain through the Services is subject to our Privacy Policy, available [here](#). By accessing the Services you consent to the collection and processing of personal data described in our Privacy Policy, as may be amended by us from time to time.

### **5.2 Authorization to share Product Data**

You hereby represent and warrant that you have the full right, permissions and consents to provide User Data and any other data and information you make available, through the Services (together "Product Data") under these Terms.

### **5.3 Use of Product Data**

You hereby grant Naboo a non-exclusive, non-assignable, non-transferable license to use Product Data you made available to us in the scope of your use or access to the Services (including for the collection storage, processing, analysis, display, transfer and creation of derivatives, thereof) solely for the purpose of providing the Services to you and to the Customer with which your account is associated, as contemplated hereunder.

### **5.4 Anonymous Cumulative Information**

Without derogating from the foregoing, you hereby grant Naboo a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Product Data that has been anonymized and that cannot be used to identify or otherwise understood to be related to you or to Customer, for the purpose of internal research or otherwise improving or enhancing the Services (or any part thereof).

### **5.5 No use of Source Code data**

Inherent to use of the Solution, our interface and linking to the Business Application may allow us to have access to view and edit source code data that is available through the your Business Applications ("Source Code Data"). Notwithstanding section 5.4 above,

we will not process such Source Code Data except as required for us to provide you with the Services.

## **6. Order form**

### **6.1 Order Form**

We may require you to execute a Purchase Order in order to allow you access or to subscribe to the Services (the "Order Form"). An Order Form may specify and include, among others, the fees payable in consideration for your access to the Services ("Fees"), the scope of the Services, subscription plan and term, termination rights, additional payment and billing terms. An Order Form may be executed in various ways (as we deem appropriate), including by click-accepting an Order Form displayed through the Website or otherwise in an online form, or by mutual acceptance in writing.



### **6.2 Payment of Fees**

We may allow several means of payment such as bank transfer, payment through an online payment gateway, and other means we may make available from time to time. If we make online payment available through our Services such payment option is executed via third party payment clearance service providers or payment gateway providers, such as PayPal, Stripe etc. (the "Payment Services") that may be integrated and embedded in the Services. If you choose to proceed with an online payment, then you: (i) agree to review and be bound by the relevant Payment Services' terms of use and privacy policy; (ii) acknowledge that you may need to hold, or register, an active account at such Payment Services in order to complete a purchase and (iii) acknowledge that confirmation or rejection of your payment is not performed by Naboo. We are not responsible or liable for any activities or conduct of any Payment Services, and you agree to hold us harmless, and expressly release us, from any and all liability arising from or in connection with any payment activity performed on our Services.

### **6.3**

Unless otherwise agreed between the Parties in an Order Form, all Order Forms are final and may not be cancelled or terminated for convenience by User or Customer. Naboo may cancel or terminate an Order Form at any time, for convenience, by providing written notice (including by email), provided that in such event Naboo shall refund to User/Customer any pre-paid unused Fees.

### **6.4**

Unless otherwise set forth in an Order Form, any Fees owed by you to Naboo shall be paid to Naboo in advance of the provision of the relevant Services.

## **7. Availability**

**Services Availability.** The Services availability and functionality depend on various factors, such as communication networks, software, hardware, and Naboo's service providers and contractors. Naboo does not warrant or guarantee that the Services will

operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

## 8. User Eligibility

You must be at least eighteen (18) years of age to use the Services. By using the Services and agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; or (ii) that you are the legal guardian of the User under the age of eighteen (18) and both you and the User have read and agreed to these Terms and approved of the User's continued use of the Services subject to these Terms; (iii) that you have not previously been suspended or removed from the Services; and (iii) that your use of the Services is in compliance with any and all applicable laws



and regulations.

## 9. Disclaimer of Warranties

### 9.1

NABOO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). THE SERVICES INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA AND INFORMATION MADE AVAILABLE THERETHROUGH OR RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NABOO AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, "NABOO AFFILIATES"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, LEGALITY, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICES.

### 9.2

NABOO DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, SOLUTION AND/OR WEBSITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES AND/OR WEBSITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE WEBSITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

## **10. Indemnification**

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS NABOO, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO: (I) YOUR BREACH OF ANY TERM OR CONDITION OF THESE TERMS, (II) YOUR USE OF, RELIANCE ON OR ACCESS TO THE



SERVICES; (III) ANY RIGHTS OF A THIRD PARTY WITH REGARD TO YOUR PRODUCT DATA, INCLUDING PRIVACY OR INTELLECTUAL PROPERTY RIGHTS. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION AND WE WILL ALLOW YOU TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER AS LONG AS YOU CONDUCT SUCH DEFENSE DILIGENTLY.

## **11. Limitation of Liability**

### **11.1**

EXCEPT WITH RESPECT TO DAMAGES ARISING FROM NABOO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL NABOO AND/OR ANY OF THE NABOO AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, USE OR INABILITY TO USE THE SERVICES, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF NABOO TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF NABOO BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY WEBSITES.

### **11.2**

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, NABOO IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES OR ANY CONTENT, NABOO'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO NABOO UNDER APPLICABLE ORDER FORM DURING THE TWELVE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN ANY CASE NO ACTION MAY BE BROUGHT BY YOU IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH

CAUSE OF ACTION.

### **11.3**

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 9 SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR NABOO'S PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF NABOO AND/OR



ANY NABOO AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

## **12. Amendments to these Terms**

Naboo may change these Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on the homepage of the Services and/or we will send you notifications regarding such changes to the e-mail address available in your Naboo Account information. Such substantial changes will take effect seven (7) days after such notice was provided on our Website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

## **13. General**

### **13.1 Relationship of the Parties**

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

### **13.2 Governing Law and Jurisdiction**

Any claim relating to the use of the Services will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Services will be brought in, and you hereby consent to the exclusive jurisdiction and venue of the competent courts of the City of Tel-Aviv, Israel.

### **13.3 Assignment**

You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms, without Naboo's prior express written consent. For the avoidance of doubt, you may assign these Terms to another entity, in connection with a merger, acquisition, or sale of all or substantially all of its assets or shares (except for an

assignment to a competitor of Naboo), provided that you deliver us with prompt written notice of such assignment. We may assign our rights and/or obligations hereunder and/or transfer ownership rights in the Solution and Services (or any part thereof) to a third party without your consent or providing any prior notice.

#### **13.4 Severability**

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.



#### **13.5 No Waiver**

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

#### **13.6 Publicity**

Unless Customer notifies Naboo otherwise, Naboo may for the duration of the relevant Subscription Period, use Customer's name and logo in its Website to indicate that Customer is a customer of Naboo. Any such consent terminates upon termination of this Agreement.

#### **13.7**

Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **14. CONTACT US**

If you wish to receive more information on these Terms, please contact us using the details provided below:

**Naboo**

hi@naboo.ai