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## Requirements for Sellers and goods

Before you may register to become a Seller and access the services offered on our Site [www.kotlyars.com](http://www.kotlyars.com) (the "Site"), you must read and accept all conditions of the Offer, as amended from time to time. This Offer is immediately effective after the registration of Sellers on the Site [kotlyars.com](http://kotlyars.com). As used herein, "Seller" shall mean any party who placing products in the online store, online auction or open tender, and "Buyer" shall mean any party who registers with the Site to shop online.

### 1. Our Authority

We have the sole authority and discretion to operate and maintain the Site. Accordingly, we reserve the right to remove any item, picture, or posting from our Site at any time for any reason, without notice to any Seller. We are under no obligation to remove or change any item, picture, or posting from our Site at any user's request and any such requests shall be resolved at our sole discretion. We are not responsible for addressing or assisting with any disputes between or complaints about users. In the event of a concern, claim or dispute, users shall communicate directly with the other party in resolving such concern, claim or dispute. In the event we receive complaints from a Buyer about a Seller, we will investigate the complaint at our sole discretion and direct the Seller to respond to the Buyer directly. We reserve the right to refuse service to anyone, to reject any Seller membership applications, and to discontinue existing service at any time. We also reserve the right to close down any shop, remove any product or stop offering any of our services to any Seller, due to unprofessional conduct or practices, Buyer complaints.

### 2. Seller Representations and Covenants

By using our services you represent to us that (a) you are not a minor under applicable laws and you have the authority to enter into legal contracts; (b) you have legal title to and ownership of the products (including all intellectual property rights) that you feature on the Site; and (c) the information you have provided us during the registration process and thereafter, including all information relating to your items is to the best of your knowledge complete, truthful and accurate.

#### You also agree to:

- Deal with us and with Buyers in good faith, and refrain from offering any items that you have no intention to sell;
- Refrain from any unruly, disruptive, unprofessional, or offensive conduct while using our Site, communicating with our personnel, or with any user;
- Register on our Site using your real, verifiable name, and allow us to check periodically your real identity by requesting for verification as may be reasonable and appropriate, at our sole discretion.

#### You agree that you will not:

- Harass or interfere with the privacy of any Buyer, and post false, inaccurate, misleading, defamatory, or libelous content about any user;
- Utilize, copy, distribute, or harvest content, including photographs, from the Site for use elsewhere without written permission from the administration;
- Engage in any technology-related practices such as spamming, hacking, improper harvesting and use of user information, or distributing viruses or any technology that may harm the Site or any user;
- Violate any laws, third party rights, or any of our conditions posted on the Site.
- We may, at our sole discretion, with immediate effect and without notice, terminate this Agreement, restrict or terminate your access to the Site, upon your breach of any of the above representations and covenants.

### 3. Fees

By accessing our services, you agree to pay services according to the tariff plans posted on the Site.

### 4. Release of Claims.

Our Site acts as the marketplace. In the event you have a dispute with another Seller or with a Buyer, you hereby release [kotlyars.com](http://kotlyars.com) (and our directors, officers, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind arising out of or in any way connected with such disputes.

### 5. Intellectual Property Rights.

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This Agreement does not grant you any intellectual property rights in our trade name, trademarks, logos, the Site, and any content developed by us, which shall remain our intellectual property.

## **6. Content License**

When you provide us with content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise the copyright, publicity and database rights (but no other rights) you have in the content, in any media known now or in the future.

## **7. Termination**

This Agreement is terminable at any time by any party. If you terminate this Agreement, you agree to no longer access or use our Site, to products and data.

## **8. Limitation of Liability**

You will not hold us responsible for the actions or inactions of any Buyer or any Seller on the Site. You acknowledge that we are not involved in the actual transaction between Sellers and Buyers and do not guarantee the ability of Sellers to sell the items, the ability of Buyers to pay for the items, or that a transaction would actually be consummated. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE OUR SITE AND SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages exceed the amount of fees you have paid to us in the prior twelve (12) months. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## **9. Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF OUR SITE AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. OUR SITE AND SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO OUR SITE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF OUR SITE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN OUR SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KOTLYARS.COM OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

## **10. Indemnification**

You will indemnify and hold us (and our officers, directors, agents, and employees) harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or any rights of a third party.

## **11. No Agency**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## **12. Venue**

The parties agree that any claim or dispute that arises under this Agreement shall be resolved by a court located in Israel, except as otherwise agreed by the parties.

## **13. Notices**

Unless specifically provided otherwise, all notices under this Agreement may be provided via email or ordinary first class mail at the sending party's election. Email notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Notices from us to you shall be sent to the email address you provided to us during your registration process.

#### **14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the use of our Site and services hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter, whether oral or written, with the exception of any additional terms and conditions you are required to accept if you choose to use any of our additional services.

#### **15. Additional Conditions**

In addition to this Agreement, there are other conditions governing the buying and selling and general user experience that we post on our Site "Conditions". Our Conditions may be changed from time to time and such changes take effect when we post them on the Site. We will not notify you when we amend any Conditions. When using particular services on the Site, you are subject to any posted Conditions applicable to services you use through the Site, which may be posted from time to time. You agree to observe and act in accordance with the Conditions during the term of this Agreement. In the event you fail to do so, you agree to promptly correct your action when notified by us.

#### **16. Arbitration**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Israel. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may also award monetary damages, punitive damages, and injunctive relief, rescission, restitution, costs and attorney's fees. The arbitration award shall be final and binding.

#### **MORE DETAILS ON SELLER CHARGES AND FEES**

Your account is funded on a prepay basis, similar to the way most sellers sell their items online: you pay us first and then we provide services.

Users who choose to delete their account permanently and who have at least \$1 in their account may request and receive a refund of credit balance. Users must make their refund request at the time of deleting. Users will receive their refund within 30 days from the time they request it, provided there are no unresolved transactions.

All Kotlyars.com users must have sufficient funds available in their wallet by the 1st of the month to pay the fees due for the new month.

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