

## LEGAL NOTICE

The website sharpheberg.com (hereinafter referred to as "the Site") is published by Raphael Zerbib, a sole proprietorship registered under Israeli association number 329633622, with its registered office at 1 Yisaschar, Netanya (ISRAEL) – Phone: +972 53 708 5340.

The publication director of the Site is Mr. Raphael Zerbib, acting as project manager of SharpHeberg.

The Site is hosted by SharpHeberg.

The Site was designed to offer virtual machines for rent. Access to and use of the Site are subject to the following General Terms, as well as all applicable laws. By accessing and browsing the Site, the user accepts without limitation or reservation all of these General Terms.

In addition to these General Terms, users may also be subject to additional terms of use specific to certain services or sections, which will be communicated when they access them.

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## GENERAL TERMS

Last updated: 03-09-2025

### 1. USE OF THE SITE

The content of the Site is protected by copyright law and may only be used in accordance with these General Terms, the notices contained on the Site, and, where applicable, prior written consent from the Company.

### 2. NO COMMITMENT

Access to the Site cannot be considered as binding the Company to the user in any way. The presentation of products, articles, and/or services on the Site shall not constitute a contractual commitment either for the Company or for any other legal or natural person.

### 3. LIABILITY AND WARRANTIES

3.1 The Company cannot be held liable to a user or third party for any damage arising from the use of the Site or the information published therein, including incidental or indirect damages, such as loss of data, income, turnover, or profits, and disputes, actions, or claims by third parties, even if the Company was informed of the possibility of such damage. The User agrees to fully assume the risks related to the trust placed in the services of the Site.

3.2 The Company will make reasonable efforts to avoid typographical errors, syntax errors, technical inaccuracies, or other errors (hereinafter referred to as

"errors"). The Company will not be liable for any damage arising from such errors.

3.3 The information or content of the Site, as well as the General Terms of Use, may be modified or removed by the Company at any time without prior notice to users.

3.4 The Company does not guarantee that the Site or its services will be continuously available, free from interruptions, bugs, or technical issues, nor that they will be free from viruses or other harmful content. The Company also makes no guarantee that the services provided will be compatible with a particular use or specific requirements of the user (including but not limited to hosting of critical websites or applications).

3.5 The information and content of the Site are valid as of the date of their publication. The Company is under no obligation to update them.

#### **4. LINKS**

Any links contained on the Site may provide access to servers operated by third parties. The Company has no control over these servers or the information contained on such sites and cannot guarantee the accuracy of such information or its relevance to the user's needs.

Activating such links is at the sole discretion of the Site's users. The Company expressly disclaims all responsibility for the content of the sites to which it provides links and shall not be held responsible for users accessing such sites or any other resources available on the Internet.

#### **5. PERSONAL DATA**

Please refer to the following section: Privacy Policy.

#### **6. COPYRIGHTS**

6.1 All elements of any kind, including but not limited to still images, animated images, databases, trademarks, illustrations, logos, designs, layouts, downloadable documents, and content on the Site are the exclusive property of the Company and are subject to Israeli and international copyright and intellectual property laws as soon as they are made available to the public on the Site.

6.2 These elements remain the exclusive property of the Company, unless otherwise specified. Accordingly, unless prior written authorization is obtained from the Company, any reproduction, representation, adaptation, or partial or complete modification of any element of the Site, by any means, is strictly prohibited and may result in legal proceedings.

6.3 No license or right, other than the right to view the Site, is granted to anyone regarding intellectual property rights.

## **7. REFUND POLICY**

We offer a 14-day money-back guarantee, subject to the following conditions:

- Requests must be submitted within 14 days from the purchase date.
- The service must demonstrably not meet the user's initial requirements.
- No refund will be granted in cases of misuse, abuse, or violation of our Terms of Service.
- Setup, activation, installation fees, and third-party products (including domain names, SSL certificates, and software licenses) are strictly non-refundable.
- Refunds will not be considered if the service has been excessively consumed (e.g., prolonged usage of virtual machines or abnormal bandwidth consumption).
- All refund requests must be submitted in writing to our support team and include a clear explanation of the issue.
- If approved, refunds will be issued only to the original payment method used for the purchase.

SharpHeberg reserves the right to deny any refund request that does not meet the above conditions.

## **8. UPDATES TO THE GENERAL TERMS**

The Company may, at its discretion, modify and update these General Terms at any time. The most recent provisions apply when the User visits the Site; therefore, the User should consult them regularly.

## **9. GOVERNING LAW, COMPETENT COURT**

The content of this Site is governed by Israeli law. Any dispute or litigation directly or indirectly related to this Site shall fall under the exclusive jurisdiction of the courts of Tel Aviv, ISRAEL.

However, nothing in these Terms shall limit or exclude the application of mandatory consumer protection rights that may apply in the country of residence of the user, particularly within the European Union.

These General Terms have been translated into English to assist international users; however, in the event of a dispute, only the Hebrew version shall be used for interpretation between the parties.

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## **PRIVACY POLICY**

Last updated: 03-09-2025

## **1. PRIVACY PROTECTION**

Concerned with ensuring the protection of users' personal data and privacy, the Company has adopted this Privacy Policy. The Privacy Policy applies to the website sharpheberg.com (hereinafter referred to as "the Site").

The Privacy Policy does not include information collected offline or online through sources other than the Site.

## **2. REGISTRATION**

No registration is required to access the Site. However, in order to volunteer or benefit from a rental service, a form must be completed.

## **3. COLLECTION OF PERSONAL INFORMATION**

To subscribe to a service, applicants must fill out a form, as explained in the following points. We collect the following personal information:

- Full name
- Date of birth
- Phone number
- Email address
- Residential address
- Company name (optional)

The personal information we collect is obtained through forms and interactions between you and our website. We also use cookies and/or log files to gather information about you, as explained in the following section.

## **4. FORMS AND INTERACTIVITY**

Your personal information is collected through forms, including a registration form on the Site.

We use the information collected for the following purposes:

- Provision of services
- Statistics
- Improvement of our services

## **5. LOG FILES AND COOKIES**

We collect certain information through log files and cookies, mainly:

- IP address
- Operating system
- Pages visited and requests
- Date and time of connection

The use of such files allows us to:

- Improve the service and provide personalized support
- Build personalized user profiles
- Compile statistics

## **6. SHARING OF PERSONAL INFORMATION**

We do not share personal information.

## **7. REFUND POLICY**

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- Requests must be submitted within 14 days from the purchase date.
- The service must demonstrably not meet the user's initial requirements.
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- Setup, activation, installation fees, and third-party products (including domain names, SSL certificates, and software licenses) are strictly non-refundable.
- Refunds will not be considered if the service has been excessively consumed (e.g., prolonged usage of virtual machines or abnormal bandwidth consumption).
- All refund requests must be submitted in writing to our support team and include a clear explanation of the issue.
- If approved, refunds will be issued only to the original payment method used for the purchase.

SharpHeberg reserves the right to deny any refund request that does not meet the above conditions.

## **8. SECURITY**

The personal information we collect is stored in a secure environment. Our staff are required to maintain the confidentiality of your information.

To ensure the security of your personal data, we use the following measures:

- SSL (Secure Sockets Layer) protocol
- SET (Secure Electronic Transaction) protocol
- Access management – authorized personnel
- Access management – data subject
- Network monitoring software
- Computer backups
- Digital certificate development
- User ID / password
- Firewalls

We are committed to maintaining a high degree of confidentiality by integrating the latest technological innovations to ensure the security of your transactions.

However, as no mechanism offers maximum security, there is always some risk when using the Internet to transmit personal data.

## **9. SITE USAGE STATISTICS**

When you visit the Site, certain information such as your IP address, Internet service provider, operating system, the service from which you arrived, the page you requested, the time and date of your visits, and potentially other usage statistics are automatically collected through the Site's software processes.

This information does not personally identify you but may provide the Company with personal insights about you. These statistics allow the Company to analyze the effectiveness of its Site, make necessary improvements, and potentially optimize the marketing of its products and services.

## **10. COOKIES**

A cookie is a file placed on the user's computer by the Company. Its purpose is to recognize the user's computer during subsequent visits to the Site.

The Site uses cookies to collect temporary information about visitors. However, all information collected indirectly is only used to monitor the quantity, type, and configuration of visits to the Site in order to improve the quality of services provided by the Company.

By using the Site, users consent to the installation of cookies on their computer. However, each user is free to refuse cookies by modifying their browser settings.

## **11. CHILDREN'S PROTECTION**

This Site is not intended for children under 13 years old, and the Company refuses to collect any personal information from minors without the consent of a legal guardian.

## **12. NON-VIOLENCE POLICY**

In accordance with the law, the Site is not intended to harass individuals, intimidate, incite hatred or violence, or publish pornographic and/or violent content and/or content containing nudity.

## **13. UPDATES TO THE PRIVACY POLICY**

The Company may, at its discretion, modify and update its Privacy Policy at any time. The most recent provisions apply when you visit the Site; therefore, you should consult them regularly.

## **14. GOVERNING LAW, COMPETENT COURT**

The content of this Site is governed by Israeli law. Any dispute or litigation directly or indirectly related to this Site and/or to the protection of users' privacy

and/or to this Privacy Policy shall fall under the exclusive jurisdiction of the courts of Tel Aviv, ISRAEL.

This Privacy Policy has been translated into English to assist international users; however, in the event of a dispute, only the Hebrew version shall be used for interpretation between the parties.

## **15. CONTACT**

The Company is committed to resolving any complaints you may have regarding your privacy and the collection and use of your personal data.

You may address any complaints, comments, or questions to: [contact@sharpheberg.com](mailto:contact@sharpheberg.com)