Seaopatra / Site's terms and regulations

Welcome to Seopatra (hereinafter: the "Site"). The site is used as an e-commerce site which offers (among other things) various products (hereinafter: "the products") for sale.

**A. General**

1. The provisions of these by-laws apply equally to members of both sexes, and the use of masculine pronouns is for convenience only.
2. The provisions of these Terms and Conditions and the Terms of Use appearing on the Website, define the legal relationship between the Client and the Website, the site's Terms of Use and / or ordering products from the site, and indicate the consent of the customer, these terms and additional conditions that appear on the site.
3. The Company may at any time, at its sole discretion, update these Terms and Conditions.
4. These terms apply to the use of the site and the services included in it through any computer or other communication device (such as a cellphone, tablets of any kind, etc.) as well. They apply to the use of the website, whether through the Internet or through any other network or means of communication.
5. The provisions of these By-Laws shall not derogate from the provisions of the Consumer Protection Law, 5741-1981 (hereinafter: “the Consumer Protection Law”) and regulations that have been enacted pursuant to it, insofar as they apply to the website (hereinafter: “the instructions”), except in cases where such instructions may be conditioned upon and such stipulation has been made within the framework of the site, whether expressed or implied.
6. The company and the management of the site do their best to present the most complete and comprehensive information about the product, including images. Notwithstanding the provisions of this section, it is clarified that inaccuracies and / or errors and / or omissions might appear on the site, and if so it has happened in good faith and without malicious intent and / or out of a desire to mislead, and the company, the site management and the site will not bear any responsibility for these inaccuracies and / or errors.
7. The chapter titles are provided for the customers' convenience and orientation and will not be used in the interpretation of the regulations.
8. Typo errors in describing a product / s will not bind the company in any way.
9. The product images on the website are displayed for illustration purposes only. In addition, there may be differences in appearance, color, size, etc. between the product as it is displayed on the website, and the product in reality.
10. One may not copy and use, or allow others to use, in any other way the content from the Site, including on other Websites, in electronic publications, in print publications, etc., for any other purpose.
11. The date recorded, for all intents and purposes, on the Company's computers is the determining date for everything.

**B. Registration to the site**

1. Any person, including a company, may use the site, as well as making purchases through the site, inter alia, subject to being qualified to perform binding legal actions, a holder of a valid credit card, issued by one of the credit card companies (above and below: “the Customer”).
2. The management of the site may - from time to time - require additional identification information.
3. Without derogating from the above, the Company shall be entitled to prevent any person from using the Site, temporarily or permanently, at its sole discretion and without giving notice of this in advance, including in any of the following cases:
   1. Performing an illegal act and / or violating the provisions of the law;
   2. Violation of any of the terms of these Terms and Conditions;
   3. Deliberately providing incorrect information;
   4. Performing an action that may impair the proper operation of the site and / or any of the suppliers and / or any third party;
   5. The credit card held by the customer has been blocked or restricted for use in any way.

**C. Purchasing products on the site.**

1. The purchase of products will be made by adding products to the shopping cart. After adding products to the shopping cart the customer will enter the following customer details in the online form designated for this in the order process: First name, last name, telephone number, e-mail address.  
   In addition, the customer must provide the details of the order's recipient, first name, last name, telephone number, city, street, house number, floor, apartment, entrance and any other identifying information in his possession which will assist the delivery operator to easily locate the property to which the order is being delivered, including comments and information regarding the delivery operation and / or if the recipient of the order is not at home.
2. The fields marked with an asterisk must be filled in. Without them the order will not be possible to complete.
3. In order to avoid any possibility of a malfunction in the delivery, the customer must provide only accurate and correct details.
4. During the order completion process, the customer will confirm the order details and the correctness of the details provided.
5. The customer's details will be updated in accordance with what is stated in the online order form on the website.
6. Filling in all the details required for the purchase of the product by the customer will be considered placing an order (hereinafter: "the order"). Upon receipt of the order, the site will check the credit card details and only after approval of the credit card company and / or after receiving confirmation from Pay Pal as explained below. A final confirmation of the order will be confirmed and issued, the customer will be charged for the product via the credit card and / or through the PayPal account as explained below; all subject to the products being in the company's inventory and on the website.
7. The details as entered in the order form by the customer will constitute conclusive evidence of the correctness of the operations.

D. How to pay for the order.

1. Payment for the products will be made by credit card or through an account in the "e-wallet" service such as PayPal (www.paypal.com) and any similar service, as will be available for use on the site, from time to time, at the discretion of the site management.
2. If the customer chooses to use a credit card to for payment, the customer will be asked to provide the credit card details, ID card, card type and validity. If the customer decides to pay through PayPal, the company will only be able to charge for the products after receiving approval from PayPal. The use and receipt of the approval from PayPal are subject to the terms of use of the PayPal website.
3. The site management reserves the right to stop using any means of payment on the site, allow the use of additional means of payment, and apply different payment arrangements to different types of credit cards or means of payment that the site management will respect.
4. Once the payment details have been entered in the online order form, a confirmation of receipt of the order details will be sent to the customer via e-mail. It will be clarified that this approval does not oblige the site management to provide the ordered products and it only indicates that the order details have been received by the site management.
5. Immediately after placing the order, the site management will check the means of payment used by the customer. An appropriate notice will be sent to the customer that the order has been approved and his account will be charged for the cost of the service.
6. In the event that the transaction has not been approved by the credit company or by the PayPal account or any other means of payment at the time, the customer will receive appropriate notice and the site management will contact the customer to complete or cancel the transaction.
7. Approval of the purchase operation is conditional on the purchased product being in stock on the requested delivery date and / on the order date. If it is not stated that the product is not in stock and the product has not been downloaded from the site by the time the order is placed, the site management will not be liable subject to the site management refunding the customer any amount paid to the site management and / or canceling the charge if made for the purchase.
8. It is clarified that there may be situations in which although the item is displayed on the site as existing in stock, in practice it is missing and cannot be delivered. In these cases the transaction will be canceled and the customer will not have any claim in this regard, subject to refund of the amount paid by the customer.
9. The delivery date will be determined from the date of approval of the transaction by the credit card company or approval of the PayPal account or other available electronic wallet service approved.
10. If the customer is mistakenly charged by the credit company, the customer must notify the site management in order to make a credit accordingly.

**E. Delivery and transportation of the products**

1. The product will be delivered by the site only after receiving payment confirmation from the credit company and / or from the PayPal account, IE the product has been paid for, as specified above, the product will be delivered to the address the customer entered and / or delivered when ordering online.
2. The site undertakes to deliver the goods within the delivery time to the requested destination, and will do its best to ensure that the product arrives quickly.
3. The site's management will act to the best of its ability to deliver the products within 14 business days from the date of receipt of the order and confirmation - if sent by registered mail, and within 3 business days - if sent by courier.  
   Product delivery times include only the calculation of business days (Sundays to Thursdays, not including Fridays, Saturdays, holiday eves and holidays).
4. Shipments that will be delivered through the shipping company on behalf of the site management are in accordance with the terms of the shipping company, the distribution areas of the shipping company and by prior arrangement with the recipient of the order.
5. If the shipping company is unable to make the shipment to the shipping address for any reason, the site's management will inform the customer and will work to find an alternative solution that will meet the wish of both parties.
6. Cases where the delivery dates specified on the website and above do not apply, regard products that have run out of the inventory of the website and / or from the inventory of the relevant supplier.
7. The deliveries are made by a courier company, through which the products will be transported. The terms of the courier company will be binding for the customer.
8. Shipping Fee - In addition to the price of the ordered products, the customer will be charged a shipping fee. The amount of the shipping fee will appear at the end of the order process depending on the shipping method chosen by the customer, unless otherwise stated.
9. The shipping fee will be paid upon payment for the product. On sale in installments by credit card and / or through the PayPal account, the site may charge the shipping fee upon charging the first payment.
10. The site will not be responsible for any delay and / or delay in delivery and / or non-delivery of the products caused as a result of one of the following reasons:
    1. Force majeure, and without prejudice to the generality of the aforesaid: war, military operation, emergency operation and / or natural disasters and / or events beyond the control of the site such as strikes and shutdowns of the entire economy and / or suppliers of services or goods needed to produce supplies or transport product.
    2. Any reason beyond the control of the site and / or the company.
    3. A reason associated with the shipping operator.
11. The delivery times of the indicated products include only the calculation of business days (Sundays to Thursdays not including Fridays and Saturdays, holiday eves and holidays).
12. The customer must notify the website immediately if the product is not delivered during the delivery period specified on the website, in which case the new delivery time will be considered from the date of coordination of a new date.
13. Care must be taken to fill in accurate and up-to-date details, in case the products are returned to the company due to incorrect details, the customer will be charged for shipping and handling fees.

**F. Cancellation of a purchase by the customer**

1. The customer may cancel the transaction in accordance with the provisions of the Consumer Protection Law and regulations enacted there-under. Without derogating from the above:
   1. Cancellation will only be made by written notice to the email address seaopatra@gmail.com
   2. Cancellation of a transaction by the customer will not be possible in the purchase of certain items as specified in subsection 14C (d) of the Consumer Protection Law.
   3. Cancellation of the transaction by the customer is subject to the product being returned as reasonably or as possible in its original packaging.
   4. After receiving the cancellation notice, the customer is paid the amount paid by him for the product less cancellation fees (the shipping fee is not part of the product price and will therefore be deducted separately from the refund) at a rate of 5% of the transaction amount or NIS 100, whichever is lower. In the event of cancellation of a transaction due to a defect or non-compliance, the customer will not be charged any cancellation fee. Additional provisions of the Consumer Protection Act regarding the cancellation of the purchase by the customer, including regarding the obligation to return the product, will also apply.

**G. Cancellation of a purchase by the customer**

1. The Company may, at its sole discretion, for any reason, and at any time, cancel or terminate a transaction and / or sale and / or cancel an order, in whole or in part, and / or the activity of the site, in whole or in part.
2. Notice of such cancellation or termination will be given to the user or customer, and the company will refrain from charging the customer's credit card or refund him any amount paid for the products, to the extent paid.
3. Except in respect of the refund of the said transaction amount, the user or the customer will not have any claim and / or demand towards the company and / or the supplier in respect of the cancellation of the transaction as stated in this section.
4. If it is discovered that a product is out of stock, the site may cancel the order or offer an equivalent replacement item. If such an order is canceled, the site will not be responsible and will not bear any direct, indirect, consequential or special damage caused to the customer or a third party, including - but not only - damage due to the purchase of the item from a third party at a higher price.

**H. Copyright**

1. All intellectual property rights, including patents, copyrights, designs, designs and trade secrets, are the property of the Company only or of other third parties authorized by the site management to use them.
2. These rights apply, inter alia, to the data on the website, including the list of products, description and design of the products and any other details related to its operation.
3. These rights also apply to the name of the site and the domain name (www.seaopatra.com) of the site, the trademarks (whether registered or not) are all the property of the company. They may not be used without their prior written consent.
4. No information may be copied, reproduced, distributed, sold, marketed, rented and translated from the site, including trademarks, images and texts, product design, product images, etc. without the prior written permission of the company.
5. One is not allowed to link content from the site, which is not the homepage of the site (deep link) and may not display or publish such content in any way, unless the deep link is to the web page of the site in full and as is, so one can view and use it in exactly the same way while obtaining the consent of the site management.
6. The site management may order the cancellation of a deep link even after giving its consent at its sole discretion and in this case you will not have any claim and / or demand and / or claim against the management of the site.

**I. Warranty**

1. The company (and / or anyone on its behalf) does not directly and / or indirectly bear any responsibility for damages arising from and / or related in any way, for the repair, assembly and / or replacement of the products.
2. The company (and / or anyone on its behalf) does not directly or indirectly bear any responsibility for damages resulting from the use and / or reliance on information published on external sites, which can be accessed through any of the services on the site. It will be clarified that the company does and will do its best to cooperate with reliable and reputable suppliers only.
3. The company (and / or anyone on its behalf) does not directly and / or indirectly bear any responsibility for damages arising from and / or related in any way to the use and / or performance of the site.
4. In any case, the company will not be responsible for any activity of any other party that is not under its full control.

**J. Confidentiality and Privacy**

1. All the personal details of the customer (name, e-mail, etc.), will be stored in the company's databases.
2. The company will not transfer the personal details of the customer to anyone other than the suppliers, if necessary and only for the purpose of completing a transaction.
3. The company will not make any use of the details of the customer's means of payment except to make a payment for a transaction that the customer requested to make, and these details will not be passed on to any other party other than for this purpose. For the avoidance of doubt, the details of the means of payment are not stored in the company's databases.
4. Notwithstanding the foregoing, the Company may transfer a user's personal details to a third party in cases where the customer has committed an act or omission that harms and / or may harm the Company and / or any third parties, the customer has used the Company's services to commit an illegal act, if the company has a court order instructing it to provide the details of the customer to a third party as well as in any dispute or legal proceedings.
5. The company may use the personal details of the customer, without identifying the specific customer, for the purpose of analyzing statistical information and presenting and / or passing it on to other parties.
6. Since purchasing involves the performance of operations in an online environment, the company cannot guarantee complete immunity from intrusion into its computers or the disclosure of information stored by illegal operators. If a third party manages to penetrate the information held by the company and / or misuses it, the user will not have any claim, claim or demand towards the company.
7. The company will be allowed to use "cookies" in order to provide the user with a fast and efficient service and save the customer the need to enter his personal details at each entrance to the site.
8. In the event of cases beyond the control of the company and / or arising from force majeure, the company will not be liable for any damage of any kind, indirect or direct, caused to the customer and / or to anyone on behalf of the customer with this information lost or unauthorized use.

**K. Law and Judgment**

1. The law applicable to these regulations and / or to any action and / or conflict arising therefrom, is Israeli law only.
2. In any case of dispute, the courts (Lower or District) of Tel Aviv-Yafo shall have the exclusive jurisdiction to hear it.
3. The law applicable to the use of the website, orders and these regulations, including the interpretation and enforcement of the regulations, is Israeli law only.