

Gat foods Terms of Use

Last Updated: [12.03.2025_]

Welcome to [Gat foods] ("we", "us", or "our")!

These Terms of Use ("**ToU**"), together with our Privacy Policy accessible at [*gatfoods.com*] (the "**Privacy Policy**" and, collectively with the ToU, the "**Terms**"), constitute a legally binding agreement between you ("**you**" or "**your**"), and us.

The Terms govern your access to and use of our website accessible at [*gatfoods.com*] (the "**Website**").

Prior to accessing or using the Website, please read the Terms carefully.

By accessing or using the Website, you hereby: (a) acknowledge that you have read, understood, and accepted the Terms; (b) represent and warrant that you possess the requisite legal rights, authority, and capacity to enter into and be bound by the Terms; and (c) agree to comply with the Terms in their entirety and be legally bound by them.

Should you be unable or unwilling to fully accept the Terms, you are expressly prohibited from accessing or using the Website.

1. CHANGES TO THE TERMS

We may revise and update the Terms from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

2.1 We reserve the right to withdraw or amend the Website and any service or material we provide on the Website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

2.2 You are responsible for:

- (a) Making all arrangements necessary for you to have access to the Website.
- (b) Ensuring that all persons who access the Website through your internet connection are aware of the Terms and comply with them.

2.3 To access the Website or some of the resources it offers, you may be asked to provide certain details and/or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all

information you will provide, including, but not limited to, information provided through the use of the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information pursuant to our Privacy Policy.

- 2.4 If you are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.
- 2.5 We have the right to disable any user name, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Gat foods, its licensors, or other providers of such material and are protected by the applicable copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 3.2 The Terms permit you to use the Website for your personal use. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material on our Website for any other purpose without our prior written consent.
- 3.3 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.4 No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Gat foods.
- 3.5 Any use of the Website not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.
- 3.6 Our logo and name, and all related names, logos, product and service names, designs, and slogans are trademarks of Gat foods or its affiliates or licensors. You must not use such marks without the prior written permission of Gat foods.

4. PROHIBITED USES

- 4.1 You may use the Website only for lawful purposes and in accordance with the Terms.
- 4.2 You agree not to use the Website:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software).
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- (c) To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the rules set out in the Terms.
- (d) To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "**junk mail**," "**chain letter**," "**spam**," or any other similar solicitation.
- (e) To impersonate or attempt to impersonate Gat foods, a Gat foods employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Gat foods or users of the Website, or expose them to liability.

4.3 Additionally, you agree not to:

- (a) Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- (b) Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- (c) Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in the Terms, without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of the Website.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- (g) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- (h) Otherwise attempt to interfere with the proper working of the Website.

5. FEEDBACK

- 5.1 If you transmit any communications or materials to us, suggesting or recommending changes to the Website, our services and/or our products, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential.
- 5.2 You hereby assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

6. RELIANCE ON INFORMATION POSTED

- 6.1 The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- 6.2 The Website may include or includes content, features and/or technological tools provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Gat foods. We are not responsible, or liable to you or any third party, for the content or accuracy of any such materials.

7. CHANGES TO THE WEBSITE

While we may occasionally update the content on the Website, it may not always be complete or up-to-date. The content on the Website may be outdated at any given moment, and we hold no responsibility to revise or refresh such materials.

8. PRIVACY POLICY

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions and measures with respect to your information as detailed in the Privacy Policy.

9. OTHER TERMS AND CONDITIONS

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into the Terms.

10. LINKS FROM THE WEBSITE

10.1 If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links.

10.2 We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10.3 If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

11. DISCLAIMER OF WARRANTIES

11.1 You understand that we cannot and do not guarantee or warrant that using the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checks required for anti-virus protection and accuracy of data input and output.

11.2 TO THE FULLEST EXTENT PROVIDED BY THE APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR LINKED TO IT.

11.3 YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Gat foods NOR ANY PERSON ASSOCIATED WITH Gat foods MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER Gat foods NOR ANYONE ASSOCIATED WITH Gat foods REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- 11.4 TO THE FULLEST EXTENT PROVIDED BY THE APPLICABLE LAW, Gat foods HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION ON LIABILITY

- 12.1 TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL Gat foods, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

13. INDEMNIFICATION

- 13.1 You agree to defend, indemnify, and hold harmless Gat foods, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms or your use of the Website, including, but not limited to, the Feedback, any use of the Website's content, services, and products other than as expressly authorized in the Terms, or your use of any information obtained from the Website.

14. GOVERNING LAW AND JURISDICTION

- 14.1 All matters relating to the Website and the Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be (a) governed, construed and interpreted in accordance with the Laws of the State of Israel, without giving effect to principles of conflicts of any other law or choice of other law that would cause such other laws of any other jurisdiction to apply; and (b) resolved exclusively in the competent court of Tel Aviv.

15. LIMITATION ON TIME TO FILE CLAIMS

15.1 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. WAIVER AND SEVERABILITY

16.1 No waiver by Gat foods of any term or condition set out in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Gat foods to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

16.2 If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

17. ENTIRE AGREEMENT

17.1 The Terms and any other incorporated documents or policies constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

18. YOUR COMMENTS AND CONCERNS

18.1 All feedback, comments, questions, requests for technical support, and other communications relating to the Website should be directed to tzarchanim@cocacola.co.il.