

PILETEST.COM TERMS AND CONDITIONS OF USE

Effective Date: 20-4-20

1. Overview of Terms

This Terms and Conditions of Use (these “**Terms**”) shall apply when you access our website (the “**Site**”), including purchasing our Pile Testing Products through it (our “**Services**”). The Services are provided by Piletest.com Ltd (“**Piletest.com**”) from our sales office in the United Kingdom (“**UK**”), and we sell to over 100 countries around the world.

You are expected to review, understand and agree to these Terms along with our [Privacy Policy](#) and additional products or services terms and conditions that may be available now or later on the Site. If after you have reviewed these Terms, you do not agree or consent to the terms and conditions described in it, you are not permitted to continue using the Site or our Services.

2. Service Eligibility

To purchase from us or access the Site, you must be 18 years or above and must be able to form a contract. If you are acting as a representative of the company whose information you provided during your purchase or registration, you represent to us that you have the written permission of the executives to act on the company’s behalf. If we become aware that the foregoing representations are false, we have the right to terminate your use of our Services without liability.

3. Registration and Accounts

To purchase our products as a new user, you are not required to register for a user account. However, to use certain features on the Site and purchase from us as a return buyer, you will have access to open a user account, provide profile information and gain access to our community. The information required of you for registration includes your name, email address, company information, etc.

By submitting the required information to us, you represent to us that the information is accurate and that you will maintain the accuracy if the need arises. You also warrant to us that only you or any company representative will have access to the account you have with us. If you want to know more about Piletest.com use of the information you submit to us, please review our [Privacy Policy](#).

4. Intellectual Property Rights

Apart from any content posted by third parties (if any), the content on the Site, including without limitation, our pile testing products, software, applications, texts, articles, trademarks, service marks, photographs, button icons, logos, videos, audios, web designs, service names, and page headers (“**Site Content**”) are owned by and licensed to Piletest.com and are subject to copyright, patent right, trademark, and other intellectual property rights in the UK, Israel, and other locations.

Our trademark and trade dress may not be used, including as part of trademarks or domain names, in connection with any services, products, or software that may, in any way, cause confusion, and may not be copied, imitated or used without Piletest.com’s written permission.

5. License Grant

Upon your compliance with these Terms, Piletest.com, at this moment, grants you a limited, non-transferable, non-sublicensable, non-exclusive license to use the Site and Site Content to which you have gained access for your personal, non-commercial use.

This license granted to you hereunder does not include (i) extracting of information from the Site through any data-gathering or extraction tools such as miners, bots and scrappers, and (ii) removing or erasing any patent, copyright, trademark, Site Content or other intellectual property right notices from the Site.

6. User Content

There may be certain areas on the Site where you may be able to submit, post or upload content such as bug reports, files, materials, ideas, suggestions, texts, pictures and comments (“**User Content**”). By submitting User Content to the relevant areas on the Site, you are aware that such User Content will be treated by Piletest.com as non-confidential and non-proprietary. Also, by submitting User Content to the Site, you grant Piletest.com and other Site users an unrestricted, irrevocable, non-exclusive, royalty-free and fully-paid license to copy, use, reproduce, publicly display or publicly perform, edit, distribute or transmit your User Content in any manner or form, including on any of our social media – available now or later developed.

Furthermore, by submitting User Content to the Site, you warrant to Piletest.com that:

- You have the right, title and interest to such User Content and that you have the necessary evidence to show that you have the claimed right, title and interest to grant or license such User Content to us;
- Your User Content will not, in any way, infringe any third party or user’s copyright, privacy right or other intellectual property rights;

- Such User Content will not contain filthy, lascivious or racist content, and will not ridicule, mock or scorn a group, religion or country or otherwise incite fear or harm;
- Such User Content shall not, in any way, go against these Terms or other agreements established by us or any applicable law; or
- Your User Content does or will not contain links, files or materials that that are meant to compete with us or solicit customers from this Site.

7. Prohibited Activities

You are not permitted to use the Site for activities that are different from what Piletest.com makes the Site available. You may not use the Site for any commercial endeavors unless otherwise endorsed or approved by Piletest.com in writing. Prohibited activities include but are not limited to:

- Attempting to bypass any of the measures on the Site designed to restrict or prevent access to the Site or any part thereof;
- Engaging in tortuous or criminal activities such as attempting to bypass the pricing system of any products;
- Attempting to decipher, decompile, disassemble or reverse-engineer any of the software making-up of the Site;
- Deleting or removing any copyright notice from any of the Site Content;
- Engaging in any automated use of the Site, including without limitation, using any data mining, bots or similar data-gathering and extraction tools;
- Interfering with, disrupting or creating an undue burden on the Site or any network or services connected to it; and
- Tricking, defrauding or misleading Piletest.com and other users, especially if any attempt to learn sensitive account information such as passwords.

8. Orders Placements and Payments

When you message us in relation to product information and quotation, we will respond by requesting certain information such as your location, country, name and contact information. This process will be followed by us providing a pro-forma invoice and you making payments in accordance with the amount described in the invoice. After we have successfully confirmed your payment, we will issue you with the shipment receipt, including the estimated delivery date.

Unless we agree otherwise, the accepted modes of payment shall be by bank transfer, credit/debit card or PayPal. We do not store your payment information; we only store

information related to your transaction, such as the product you purchased and the amount quoted and charged by us.

We reserve the right, at any time, to deny or refuse to accept your offer to purchase our products, including if we believe you are in violation of these Terms or any applicable law. We also reserve the right to update the price of our products at any time. However, updates to prices shall not apply to you if you have already paid for a particular product and it has been dispatched to you.

9. Customs

If you are using our Services from countries outside of the EU, USA, Israel or UK, your orders may be subject to import duties and taxes in the country your order is shipped to. You agree that any charges imposed by the country you shipped to will be your sole responsibility as Piletest.com does not have any control over such charges. The policy in each country is different; therefore, you are also responsible for inquiring from the customs office in your location for more information.

10.Errors and Omissions

Occasionally, the Site may contain errors or omissions in connection with the product description, specification and prices in our quote. We reserve the right the correct such errors or omissions immediately we become aware of it, even if it means making changes to your order price.

11.Warranties and Refunds

We warrant that the product in your order will meet the specification and will work according to its description. If, however, the product does not meet the specification or work as described, you may return it within 30 days of purchase. Also, if the product stopped working as described before three years, which is not caused by any fault of yours or a third party, you have the right to return it for repair or exchange.

If you wish to return the product and get a refund or replacement due to defects, refund or replacement request must be made within 30 days after delivery. The product must be unused and must be in the condition it was delivered to you with the original packaging intact. To contact us, message us at sales@piletest.com.

12.Privacy Policy

The information we collect about you when you use our Services, including your name, company name and details, payment information and other sensitive information, is for the purpose of processing and delivering the products you have ordered. To know more about why and what we use your information for, read our [Privacy Policy](#) document.

13. Term and Termination of these Terms

These Terms shall remain in effect while you use our Services or access the Site and shall terminate when you stop using our Services or close your user account with us. You have the right to terminate these Terms at any time.

Piletest.com reserves the right, at any time, to terminate your use of our Services or access of the Site at any time with or without reason, including if we believe you are in violation of your representations and warranties, these Terms or applicable law.

14. Delivery and Risk of Loss

When you purchase any of our products, it will be delivered to the shipping address you submitted when you communicate with us. You are responsible for providing valid shipping address in order to ensure the delivery is successful. Should you provide an inaccurate shipping address, you will be liable for any loss that may arise therefrom.

Once your order has been shipped to you successfully, the title and risk of loss shall immediately pass to you from that moment. For the avoidance of doubt, any loss to the product after it has been delivered to you shall be your liability to bear.

15. Disclaimer of Warranties

You hereby agree that your use of the Site and our Services will be at your sole risk. Piletest.com does not make any warranty, whether express or implied, regarding your use of the Site and our Services, including without limitation, implied warranties of merchantability, non-infringement and fitness for a purpose.

Apart from the warranty described above in section 11, we do not make any other warranties and representations. We do not warrant that the Site will not contain errors, will be uninterrupted, will not contain bugs or that our Services will operate as intended all the time or will not be delayed due to circumstances beyond our control.

Therefore, Piletest.com or any company affiliated to us, including our subsidiaries, partners, affiliates, and agents shall not be liable to you for errors, failures or delays that are out of our control, loss of privacy due to theft or other causes beyond our control and any injury suffered from your use of the Site or our Services.

16. Limitation of Liability

Under no circumstances shall Piletest.com or any company affiliated to us, including our subsidiaries, partners, affiliates, and agents shall be liable to you or any third party for any direct or indirect, consequential, exemplary, special or punitive damages, including, without limitation,

damages or loss of data, profit, goodwill and credibility, that may arise as a result of your access of the Site, use of our products or our Services, even if we may have been hinted of the possibility of such damages occurring.

Notwithstanding the foregoing, if Piletest.com is found by a competent court having jurisdiction to be liable for any damages, our liability shall not exceed the total amount you spent for our Services.

Certain country laws do not permit the limitation of implied warranties or the exclusion of certain damages. If these laws concern you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

If you are using our Site and Services from the State of California, United States, you may waive California civil code 1542, which says "A general release does not extend to such claims which the credit is not aware or suspect exists in their favor at the time of executing the release, which, if known by them, it must have materially affected their settlement with the debtor".

17. Indemnity

You now agree to defend, indemnify and hold Piletest.com or any company affiliated to us, including our subsidiaries, partners, affiliates and agents harmless from and against any damage, loss, liability, demand, claim or expenses (including reasonable attorney's fees) that may be made by any third party due to or arising our your User Content, your use or purchase of our products, your use of our Site and Services, your breach of your representation and warranties, and your breach of these Terms or any applicable law.

18. Updates to these Terms

Piletest.com reserves the right to review and update these Terms at any time without liability to you. Any updates to these Terms shall be posted by changing the Effective Date above. We may send you notices regarding updates; however, we are not obligated to. You are advised to review these Terms frequently to watch out for any updates to it.

By your continued access of the Site and your use of our Services after these Terms is updated, you confirm to us that you agree to be bound by such updates.

19. Entire Agreement

These Terms represents the entire agreement and understanding between you and Piletest.com in connection with your access of the Site and your use of our Services, and it supersedes any contemporaneous understandings and agreements that may have been established between you and us before it.

20. Governing Law and Jurisdiction

The Services are provided to you from the UK. By purchasing from us and using our Services, including by accessing the Site, you agree that all claims, issues and disputes that may exist between you and Piletest.com shall be governed and settled in accordance with the English law.

21. Assignment

You shall not assign your right under these Terms to a third party without our express written consent. We, on the other hand, reserves the right to hire contractors, employees and outsource certain portions of our Services to them.

22. Waiver

Should Piletest.com fail or delay to exercise any of our rights or enforce a law under these Terms at a point in time due to a breach by you, it shall not serve as a waiver of our right to exercise or enforce such law under these Terms at a later date or on subsequent breaches.

23. Severability

If any provision or portion in these Terms is found by a court having competent jurisdiction to be unenforceable or invalid, such a provision or portion will be deleted or severed from these Terms, and it shall not affect the enforceability and validity of the remaining enforceable and valid provisions or portions.

24. Force Majeure

If we fail or delay to provide our Services to you due to circumstances that are beyond our reasonable control such as pandemics, riots, earthquakes, government actions, severe weather conditions, wars, and other acts of God, we will not be held liable for any damage or loss you may suffer from such a delay or failure.

25. Electronic Communication

When you use our Services or communicate to us via email, it constitutes electronic communications. Piletest.com will communicate with you electronically via different means such as by text, email or via the Site. For the sake of contract, you hereby agree that all notices, these Terms and other agreements, disclosures and other communications that we may provide you via electronic means satisfy any legal requirement that such communication is in writing.

26. Contact Information

We welcome complaints, feedback, and enquiries about these Terms. If you have a problem with any provision or portion under these Terms, you may contact us via our email addresses at sales@piletest.com or use our other contact information below:

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