



Terms of Service (GoBoost.AI)

Effective date: 01/01/2025

Company: GoBoost.AI LTD (“GoBoost”, “we”, “us”)

Client: The customer identified in a signed Proposal / SOW (“Client”).

1) Services & Scope

GoBoost provides AI agency and digital engineering services, including custom AI agents, automations, ERP/CRM/Work-OS implementation, integrations, BI dashboards, cloud/on-prem setup, and cybersecurity hardening (the “Services”). Services are delivered under proposals or statements of work (“SOWs”) that define scope, deliverables, timelines, and fees. If there’s a conflict, the SOW controls.

2) Fees & Payment

Fees are as stated in the SOW (fixed, milestone-based, or time & materials). Invoices are due net 14 days unless specified otherwise. Late payments may incur 1.5% monthly interest (or the maximum allowed by law). Taxes, third-party licenses, and usage-based costs (e.g., LLM/API, cloud) are Client’s responsibility unless stated otherwise.

3) Client Responsibilities

Client will (i) provide timely access to systems, data, and personnel; (ii) ensure data accuracy and rights to use such data; (iii) maintain appropriate backups; and (iv) comply with applicable laws and internal policies.

4) Data Protection & Security

Each party will protect the other’s Confidential Information with reasonable care. If personal data is processed, a Data Processing Addendum (DPA) can be executed upon request. GoBoost follows industry-standard safeguards and may use vetted sub-processors to deliver the Services.

5) IP & Deliverables

- Pre-existing IP. Each party retains ownership of its pre-existing materials, frameworks, know-how, and tools.



- **Deliverables.** Upon full payment, Client receives a worldwide, perpetual, non-exclusive license to use project deliverables for its internal business.
- **Components & Models.** Generic components, agent frameworks, orchestration logic, prompts, and model-tuning methods developed by GoBoost remain GoBoost IP; Client receives a license to use them within the delivered solution. Client owns its data and any private knowledge bases populated solely with Client data.
- **Third-party tools.** Some features rely on third-party services (LLMs, APIs, cloud). Their terms and fees apply and may change independently.

6) Publicity

We may reference Client's name and logo and describe high-level outcomes (without sensitive details) in our portfolio and sales materials, unless Client opts out via written notice.

7) Warranties & Disclaimers

Each party represents it has authority to enter this agreement. Services are provided "as-is". GoBoost does not warrant uninterrupted or error-free operation, third-party services, or that results will meet specific business outcomes. To the extent permitted by law, all implied warranties are disclaimed.

8) Limitation of Liability

To the fullest extent permitted by law, neither party is liable for indirect, incidental, special, or consequential damages. GoBoost's aggregate liability under any SOW is limited to the fees paid by Client to GoBoost in the twelve (12) months preceding the claim.

9) Indemnity

Client will indemnify GoBoost against claims arising from Client's data, misuse of the Services, or violation of law. GoBoost will indemnify Client against claims that GoBoost's deliverables (excluding Client data and third-party tools) infringe IP rights, provided Client gives prompt notice and cooperation.

10) Term & Termination



Each SOW begins on its effective date and continues until completion. Either party may terminate for material breach if not cured within 30 days of written notice. Upon termination, Client pays for Services performed and committed third-party costs to date; licenses already granted remain in effect for deliverables paid in full.

11) Compliance & Acceptable Use

Client will not use the Services to violate law, infringe rights, or process prohibited data. Regulated-data implementations (e.g., HIPAA/PCI) require explicit written approval and controls.

12) Miscellaneous

Governing law: State of Israel (Tel-Aviv–Jaffa courts), unless the SOW specifies a different venue. Notices must be in writing to the addresses in the SOW. Force majeure applies. Sections intended to survive (fees, IP, confidentiality, liability) will survive termination. This, together with the SOW, is the entire agreement.

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