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# Platform Terms of Service

LAST REVISED: JUNE 25, 2018

Download File (<https://www.reblaze.com/wp-content/uploads/2019/01/Reblaze-Terms-of-Service-for-Download.pdf>)

You must accept these terms and conditions, including the terms of our Privacy Policy (available at: <https://www.reblaze.com/spp> (<https://www.reblaze.com/spp>)) (our "**Privacy Policy**", and together with these terms- the "**Terms**") in order to use Reblaze Technologies Ltd.'s ("**Reblaze**" or the "**Company**") Web Protection Shield services (the "Services", which are further detailed in the Purchase Order, as such term is defined below) which is provided on a software as a service basis.

By signing the acceptable purchase order (the "**Purchase Order**"), you acknowledge that you have read and understood the following terms of use including the terms of the Privacy Policy available at <https://www.reblaze.com/spp> (<https://www.reblaze.com/spp>) and you (either individually or on behalf of the entity or company that you duly represent) agree to be bound by these Terms and to comply with all applicable laws and regulations regarding your use of the Services and you acknowledge that these Terms constitute a binding and enforceable legal contract between Reblaze and you. The Services are intended to be used by individuals who have the power, authority and legal right to enter into these Terms on behalf of their organization.

PLEASE NOTE THAT TO THE EXTENT REQUIRED UNDER APPLICABLE LAW INCLUDING THE EU GENERAL DATA PROTECTION REGULATION YOU SHALL ALSO EXECUTE THE ATTACHED DATA PROCESSING AGREEMENT WHICH WILL GOVERN OUR PROCESSING ACTIVITIES AS A "PROCESSOR" OF THE PERSONAL DATA YOU, AS A DATA "CONTROLLER" PROVIDE US UNDER THESE TERMS (THE "DATA

PROCESSING AGREEMENT"). IN THE EVENT OF ANY DISCREPANCY BETWEEN THE TERMS AND THE DATA PROCESSING AGREEMENT, THE LATTER SHALL PREVAIL.

1. The Service
2. Account
3. Payment
4. License
5. Ownership and Copyrights
6. Trademarks and Trade names
7. Privacy Policy
8. Amendments to the Terms
9. Reference Customer
10. Disclaimer and Warranties
11. Limitation of Liability
12. Indemnification
13. Termination or Suspension of your Account
14. General

## 1. The Service

Our website available at [www.reblaze.com](http://www.reblaze.com) (<http://www.reblaze.com>) provides you with information regarding our Service.

The Reports of the Services (as defined below) will be made available to you through a cloud based dashboard that shall be available to you, inter alia, to review, through your personal account (the "**Reblaze Dashboard**"). Reblaze will not share or distribute such Reports to others.

You acknowledge and confirm that you have the legal right to subject the designated websites, web based apps and web services (the "**Web Properties**") to the Service and/or that you have obtained such right from the legal owner of the system.

## 2. Account

If you wish to use Reblaze Dashboard, through which you can independently manage your Web Properties' web communications, you are required to open an account (the "**Account**"). Registration can

be done by completing the registration process which requires your e-mail address, full name, company name and a password.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You are solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under your Account. If we believe, in good faith, that you have created an Account impersonating another person, such Account may expose you to civil and/or criminal liability.

If you wish to either change your e-mail or password to log-in to the Site, or cancel and remove your Account, you can send us an e-mail of your request to: [support@reblaze.com](mailto:support@reblaze.com)

(<mailto:support@reblaze.com>). Your Account will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF THE FEATURES OR CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

### 3. Payment

In consideration for using the Services, you are required to pay Reblaze the Service fee, set forth in the pricing table described in the Purchase Order pursuant to the payment terms set forth therein. Reblaze reserves the right to modify the fees, if applicable, and other charges for any subsequent proposals. The fees, if applicable, payable to Reblaze exclude all applicable sales, use and other taxes, you shall be responsible for payment of all such taxes fees, duties and charges, and any related penalties and interest, arising from the payment of such fees or the delivery or use of the Services.

### 4. License

The Terms do not convey to you an interest in or to Reblaze's Intellectual Property (defined below) but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of Reblaze's Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Reblaze regarding the Service ("**Feedback**"), Reblaze shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Reblaze current or future products, technologies or services and use such Feedback for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require Reblaze to comply with any additional obligations with respect to any Reblaze current or future products, technologies or services that incorporate any Feedback.

## 5. Ownership and Copyrights

Reblaze's proprietary assets, including Reblaze Dashboard, and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, domain names, trade names, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable copyright and other intellectual property laws and international conventions. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

## 6. Trademarks and Trade names

"Reblaze", Reblaze™, Reblaze's marks and logos and all other proprietary identifiers used by Reblaze in connection with the Services ("**Reblaze Trademarks**") are all trademarks and/or trade names of Reblaze, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Services belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to Reblaze Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

## 7. Privacy Policy

We respect your Representatives' and End-Users' (as such terms are defined in our Privacy Policy) privacy and are committed to protect the information you share with us. Our policy and practices and the type of information collected are described in details in our **Privacy Policy** at <https://www.reblaze.com/spp> (<https://www.reblaze.com/spp>) which is incorporated herein by reference and as applicable in the Data Processing Agreement. You agree that Reblaze may use personal information that you provide or make available to Reblaze in accordance with the Privacy Policy and as applicable with the Data Processing Agreement. If you intend to use the Services you must first read and agree to the Privacy Policy and as applicable to the Data Processing Agreement.

## 8. Amendments to the Terms

The Company may, at its sole discretion, change the Terms from time to time, including the privacy policy available at: <https://www.reblaze.com/spp> (<https://www.reblaze.com/spp>) or any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will send you an e-mail. Such material changes will take effect seven (7) days after such notice was e-mailed to you. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

## 9. Reference Customer

You (on behalf of your organization) agree that Reblaze may identify your organization as a user of the Services and use your organization's trademark and/or logo (i) in sales presentations, promotional/marketing materials and press release, and (ii) in order to develop a brief customer profile for use by Reblaze for promotional purposes.

## 10. Disclaimer and Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SERVICES, REBLAZE DASHBOARD AND THE REPORTS (AS DEFINED BELOW) ARE PROVIDED ON AN "**AS IS**" BASIS.

IN ADDITION TO OTHER DISCLAIMERS CONTAINED HEREIN, REBLAZE DOES NOT WARRANT THAT THE REPORTS AND/OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. TO THE EXTENT ALLOWED BY LAW REBLAZE AND ITS VENDORS, INCLUDING OUR AND SUCH VENDORS' OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("**COVERED PARTIES**") EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, REBLAZE PROVIDES NO GUARANTEE THAT THE SERVICE CAN REVEAL ALL OR ANY INFECTED WEB COMMUNICATIONS. DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, REBLAZE DOES NOT WARRANT THAT IT WILL 100% REVEAL WHETHER YOUR WEB PROPERTIES ARE VULNERABLE TO THIRD PARTY SECURITY ATTACKS. REBLAZE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT YOU OBTAINS THROUGH USE OF THE SERVICE (COLLECTIVELY, "**REPORTS**") OR THAT THE REPORTS ARE ACCURATE, COMPLETE, ERROR FREE OR DO NOT INCLUDE FALSE POSITIVE.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM

TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL REBLAZE INCLUDING THE COVERED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SERVICES, YOUR USE OR INABILITY TO USE THE SERVICES AND/OR THE REPORTS, OR FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, THE PERFORMANCE OR FAILURE OF REBLAZE TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF REBLAZE OR ANY OF THE COVERED PARTIES, BY ANY OTHER CAUSE WHATSOEVER; REGARDLESS OF WHETHER REBLAZE OR ANY OF THE COVERED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, REBLAZE AND ITS COVERED PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES AND/OR THE REPORTS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, TO REBLAZE UNDER THE APPLICABLE PURCHASE ORDER IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM THE COVERED PARTIES. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless Reblaze and its Covered Parties, from and against all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your unauthorized use of the Service; (ii) your violation of any of these Terms; and/or (iii) your violation of any third party rights, including without limitation any intellectual

property rights or privacy right of such third party in connection with your use of the Service.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

### **13. Termination or Suspension of your Account**

In you failed to comply with the terms herewith and/or the Purchase Order, and/or if Reblaze finds out that your business engages in illegal activity, or violating any local, state, federal or foreign law or regulation, Reblaze may immediately, and without notice, shut down the Service and/or temporarily or permanently limit, suspend or terminate your Account, at its sole discretion, in addition to any other remedies that may be available to Reblaze under any applicable law. You agree and acknowledge that Reblaze does not assume any responsibility with respect to, or in connection with the termination of the Service and loss of any data.

You hereby acknowledge that upon termination of your Account, all Reports will be deleted from our servers and you will not be able to recover the deleted information once the Account is terminated (unless otherwise agreed upon in writing by you and Reblaze).

### **14. General**

(a) These Terms, in conjunction with any executed Purchase Order, constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company. In the event of a conflict between these Terms and the terms and conditions of the Purchase Order, the terms of the Purchase Order shall prevail. (b) any claim relating to the Service or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Reblaze may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be

a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) Reblaze will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Reblaze (i.e., force majeure events), (i) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (j) no amendment hereof will be binding unless in writing and signed by Reblaze, and (k) the parties agree that all correspondence relating to these Terms shall be written in the English language. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections, will survive the termination, or expiration of the Terms.

## PRODUCTS

Web Application Firewall

<https://www.reblaze.com/ddos-protection/>  
<https://www.reblaze.com/product/web-management/>  
<https://www.reblaze.com/product/ddos/>  
<https://www.reblaze.com/prevail/>  
<https://www.reblaze.com/product/bot-management/>  
<https://www.reblaze.com/product/content-cdn/>  
<https://www.reblaze.com/product/traffic-management/>

## ABOUT US

Company

<https://www.reblaze.com/the-reblaze-advantage/>  
<https://www.reblaze.com/about/>  
<https://www.reblaze.com/blog/>  
<https://blog.reblaze.com/>  
<https://www.reblaze.com/partners/>  
<https://reblaze.breezy.hr/>

## SUPPORT

How Reblaze Works

<https://www.reblaze.com/compliance-certifications/>  
<https://www.reblaze.com/how-reblaze-works/>  
<https://www.reblaze.com/compliance-worksheets/>  
<https://www.reblaze.com/contact-us/>  
<https://www.reblaze.com/faq/>  
<https://www.reblaze.com/get-a-demo/>

## UNDER ATTACK?

Send an email

**[under.attack@reblaze.com](mailto:under.attack@reblaze.com)**  
**(mailto:under.attack@reblaze.cor)**

Call us:

**+1 (408) 907-7712**  
**(tel:+14089077712)**

**GET HELP (/GET-A-DEMO)**





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