

Terms of Use for the Morfix Insights service

A. General terms

1. These Terms of Use pertain to API cloud-based text analysis service (hereinafter: the Service) provided by Melingo Ltd.
2. The provisions of these Terms of Use will apply to any user of the Service, whether a paying user or a non-paying one (hereinafter: the User).
3. In case of a license purchased for an organization (a company, a partnership, a non-profit etc.), the representatives of the organization and the users on its behalf are obligated by this usage agreement in the name of the organization.
4. The User, or the organization, asserts that the details of identification presented by them, such as e-mail address, name, telephone number, name of company, company registration number, identification number etc., are true, complete, and up to date.

B. Usage of the Service and Intellectual property

5. Using this Service provided by Melingo LTD. (hereinafter: Melingo) is defined as the User's non-exclusive license to send any text through Melingo's API, to receive an analysis for said text based on predefined parameters. The length of texts sent to Melingo's API must never exceed 50,000 characters (including spaces).
6. Predefined parameters can potentially be – word standardization, parts of speech, text classification, intent assigning, entity/category extraction, names matching (to and from English), and any other parameter specified by Melingo and the User.
7. The User is aware of the fact that the license given herein to use the Service is personal and restricted to her/him only (if s/he registered privately), or to his/her users only (in case of an organization that purchased a usage license for several users).
8. The User also acknowledges that the license given to them is untransferable and does not allow for supplementary licensing or permissions being provided to a third party.
9. The User will identify their calls made to the Service by a unique token provided by Melingo (hereinafter: Token).
10. The Token is provided for personal use only and is given exclusively to the client. The client is hereby prohibited from passing said Token to any third party.
11. As much as the User uses the Service in a manner that is deemed unreasonable by Melingo, Melingo will be entitled to withhold his/her use of the Service or his/her license without prior notice, with no obligation for reimbursement, and with an option to refuse new licenses by her/him.

12. In addition to the aforementioned, and to remedies reserved to Melingo by law, Melingo will have the right to end a user's usage of the Service in case s/he committed one of the actions described below, and to block his/her access to the Service:

- Breaking into the Service and making any edit or change
- Providing false details when registering to the service
- Copying, disseminating, publishing or transferring any content of the Service, and/or the details and files included in it, or making any other use against these Terms of Use, without obtaining Melingo's written permission beforehand
- Exceeding the pattern of reasonable use
- Making any action against these Terms of Use

13. Any use that deviates from these Terms of Use may cause Melingo direct and indirect financial and other damages. Melingo will therefore have the right to block the violator to prevent any further use of the Service, and to act, according to any law, against the violator, as mentioned above.

14. The User is prohibited from using any scraping or data extraction tools or methods on Melingo's Service. As such, using the Service to create dictionaries, linguistic databases (or any other database) are strictly forbidden. Furthermore, any dictionary or database produced through the usage of Melingo's Service will be regarded as a violation to these Terms of Use and will be seen the intellectual property of Melingo.

15. Any illegal act committed by the User while using the Service is considered his/her personal responsibility, and Melingo will not be held responsible for it whatsoever.

C. Privacy

16. The User declares and agrees that submitting his/her personal details was made of his/her own free will therefore constitutes his/her consent.

17. The User acknowledges and agrees that Melingo has the right to use the details s/he provided and any stored information about his/her patterns of use, for improving the service provided by Melingo, among other things.

18. The details of the User will be stored by Melingo, as much as possible, and will not be transferred to any third party which does not act on Melingo's behalf, except for fulfilling any legal obligation or judicial warrant, in case of a legal dispute between Melingo and the User or if the User acts against the law.

D. Legal jurisdiction

19. The User hereby agrees that in case of a legal dispute between her/him and Melingo, the law as set forth by The State of Israel will apply. If a legal procedure is conducted, it will be conducted only in Israeli courts of law.

These Terms of Use may be changed or updated from time to time at Melingo's sole discretion.