

## **Terms of Service**

*Last updated: June, 2024*

These Terms of Service, which we'll refer to simply as the "**Terms**," set out the rules by which you may use our Services (defined below). The Terms explain how our Services work and provide you with a list of the "dos and don'ts" when using them. These Terms are more than just rules, though – they form a legally binding contract between us and you that you accept when continuing to use our Services. Please read through this document carefully and make sure these Terms are acceptable to you. If you don't agree to any of these Terms, do not continue using the Services. If you have any questions, please don't hesitate to contact us at [nimrod@promptinghappiness.com](mailto:nimrod@promptinghappiness.com).

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6. [Cancellation Policy](#). You may cancel a transaction that you have made for the purchase of the Book through the Site in accordance with and subject to the provisions of the Consumer Protection Law, 1981 ("**Consumer Protection Law**"):
  - 1.1. Transactions may be cancelled by notifying us in person or by registered mail at our offices at Dan 14, Ness Ziona, 7412110 Israel, by phone at 0523665792 by e-mail at [nimrod@promptinghappiness.com](mailto:nimrod@promptinghappiness.com), or through the Site. Requests for cancellations must include your name, identification number, contact information, serial number and order number.
  - 1.2. Transactions may be cancelled within 14 days of the later of the date on which the transaction was affected or the date on which a notice containing details of the transaction was received, whichever is later. Following the processing of your request, Prompting Happiness will provide you with a copy of a billing cancellation order. Transactions made by a disabled person, a senior citizen, or a new immigrant ('Oleh Hadash'), as defined in the Consumer Protection Law, which transactions included a conversation between you and us (including via electronic communication) may be cancelled within four (4) months from the later of the date on which the transaction was effected or the date on which a notice containing details of the transaction was received. In order to cancel such a transaction, you may be required to present us with a document indicating that you are a disabled person, a senior citizen, or a new immigrant, as specified in the Consumer Protection Law.
  - 1.3. If the transaction is cancelled due to any defect in the applicable product, due to any discrepancy between the applicable product and the information provided to you by us prior to the transaction, due to non-delivery of the applicable product on the date stated in the order confirmation or due to any other breach of contract by us, we will, within 14 days as of receipt of your cancellation request, refund the portion of the transaction fee you have actually paid, cancel your charge with respect to the transaction, and provide you with a copy of a billing cancellation order.

- 1.4. If you cancel the transaction for any reason other than the foregoing reasons, we will, within 14 days as of receipt of your cancellation request, refund the portion of the transaction fee you have actually paid, cancel your charge with respect to the transaction, and provide you with a copy of a billing cancellation order. Furthermore, we are permitted to charge a cancellation fee of 5% of the transaction price or NIS 100, whichever is lower. If, prior to your cancellation request, you have received the purchased product, you must return it to us by a courier on our behalf at a pre-coordinated time and place.

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## 2. The Basics

### 2.1. [Key Terms](#)

- 2.1.1. We are Nimrod Vromen Law Offices and we'll refer to ourselves as "**Prompting Happiness**," "**us**," "**our**," or "**we**." Our offices are located at Dan 14, Ness Ziona, 7412110 Israel, and our registration number is 51-582755-8.
- 2.1.2. When we use the term "**you**," we mean anyone using our Services.
- 2.1.3. When we refer to our "**Site**," we mean our AI-powered website through which we promote Nimrod's book *Prompting: Happiness, A Guide to Prompting a Life Worth Living* (the "**Book**"), philosophy, and vision. When we refer to our "**Services**," we mean any services available on the Site, including our AI-powered prompting feature.

- 2.2. [Privacy](#). When you use our Services, we collect Personal Data (as defined in the Privacy Notice) about you. Check out our Privacy Notice at <https://promptinghappiness.com/PrivacyNotice.pdf> for details about the types of Personal Data we collect, what we do with it, the security measures we use to keep it safe, and the rights you have regarding your Personal Data.

- 2.3. [Changes to these Terms](#). We may update these Terms from time to time and will post the updated version on this page with the date it was published. Please check this page occasionally to make sure you're aware of the Terms that apply to you. If you continue to use our Services after we update the Terms, that means that you agree to and

accept the updated version.

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### 3. **Our Services**

- 3.1. Subject to these Terms, Prompting Happiness allows you to use the Services on a non-exclusive basis for your personal purposes. The Services allow you to share generative AI prompts with other Site users (which we'll refer to as "**Prompts**"), see Prompts shared by others, read or watch Content (defined below) we provide, and contact us.
- 3.2. The output from any Prompt is the result of third party generative AI. Prompting Happiness makes no warranties regarding any output that is generated through the Site and the submission of any Prompt as well as the consumption of any Prompt or output on the Site is at your own risk.
- 3.3. Sensitive Content. The Services, including the Site, Content, and the Book may contain language, themes, and other material not suitable for children. You may only use the Services if you are 18 or older. If we discover an account registered to an individual who is under the age of 18, we reserve the right to terminate or suspend such an account.

### 4. **User Accounts**

- 4.1. In order to use certain Services, such as posting your own Prompts, you will need to create an account. You can also register by logging in through a third-party account like Facebook or Google. You may only do so if that the third-party account is yours and you have the right to use that account with our Services. Subject to applicable law, Prompting Happiness may refuse to open an account for any individual at its sole discretion.
- 4.2. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for all activity on your account, even if that activity was not actually performed by you. To the fullest extent permitted by applicable law, Prompting Happiness will not be responsible for any losses or damage arising from unauthorized use of your account. While we reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services, we cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

### 5. **Fees and Payment**

- 5.1. Prompting Happiness offers its basic Services for free. Prompting Happiness also allows you to purchase a copy of Book, through the Site. When you purchase the Book, you agree to pay the applicable fees listed on the Site. Where applicable, taxes, including VAT, may also be charged.
- 5.2. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing the use of that service. Please review the payment processor's terms and conditions and privacy notice before using such services.

6. **Cancellation Policy.** You may cancel a transaction that you have made for the purchase of the Book through the Site in accordance with and subject to the provisions of the Consumer Protection Law, 1981 ("**Consumer Protection Law**"):

- 6.1. Transactions may be cancelled by notifying us in person or by registered mail at our offices at Dan 14, Ness Ziona, 7412110 Israel, by phone at 0523665792 by e-mail at [nimrod@promptinghappiness.com](mailto:nimrod@promptinghappiness.com), or through the Site. Requests for cancellations must include your name, identification number, contact information, serial number and order number.
- 6.2. Transactions may be cancelled within 14 days of the later of the date on which the transaction was affected or the date on which a notice containing details of the transaction was received, whichever is later. Following the processing of your request, Prompting Happiness will provide you with a copy of a billing cancellation order. Transactions made by a disabled person, a senior citizen, or a new immigrant ('Oleh Hadash'), as defined in the Consumer Protection Law, which transactions included a conversation between you and us (including via electronic communication) may be cancelled within four (4) months from the later of the date on which the transaction was effected or the date on which a notice containing details of the transaction was received. In order to cancel such a transaction, you may be required to present us with a document indicating that you are a disabled person, a senior citizen, or a new immigrant, as specified in the Consumer Protection Law.
- 6.3. If the transaction is cancelled due to any defect in the applicable product, due to any discrepancy between the applicable product and the information provided to you by us prior to the transaction, due to non-delivery of the applicable product on the date stated in the order confirmation or due to any other breach of contract by us, we will, within 14 days as of receipt of your cancellation request, refund the portion of the transaction fee you have actually paid, cancel your charge with respect to the transaction, and provide you with a copy of a billing cancellation order.
- 6.4. If you cancel the transaction for any reason other than the foregoing reasons, we will, within 14 days as of receipt of your cancellation request, refund the portion of the transaction fee you have actually paid, cancel your charge with respect to the transaction, and provide you with a copy of a billing cancellation order. Furthermore, we are permitted to charge a cancellation fee of 5% of the transaction price or NIS 100, whichever is lower. If, prior to your cancellation request, you have received the purchased product, you must return it to us by a courier on our behalf at a precoordinated time and place.

7. **Use Restrictions**

- 7.1. You may not do or attempt to do or allow a third party to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the code or software used to provide the Services, including framing or mirroring the Services; (2) copy, modify, or distribute the Services in any manner not permitted by these Terms; (3)

circumvent or interfere with security-related features of the Services or features that restrict unauthorized use of or access to any Content (as defined below); (4) use any robot, spider, site search or retrieval application, or any other process to retrieve, index, and/or data-mine the Content or circumvent the navigational structure of the Services in any other way; (5) use another's account without permission; (6) remove, alter, or conceal any copyright, trademark, service mark or other such notices incorporated in the Services; and (7) use the Services in any manner not permitted by applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws or use in countries subject to sanctions under applicable law.

- 7.2. You may not use our Services if doing so is unlawful. We will cooperate with any law enforcement authorities or court orders requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

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8. **Representations.** By accepting these Terms, you represent that: (a) you are at least 18 years old and have the ability to form a binding contract; (b) your use of the Services will not violate any applicable law or any obligation you have to a third party; (c) all the registration information you submit is and will remain truthful and accurate; (d) you have all necessary rights, consents, and licenses needed to provide any User Content (defined below) that you provide; (e) and the User Content is compliant with applicable law and does not infringe on the intellectual property, privacy, publicity, moral, or any other rights of any third party; and (f) our use of your User Content as allowed under these Terms will not cause us to infringe on the rights of any third party. You also undertake that you will use the Services in compliance with applicable law at all times, including all applicable export laws to ensure that neither the Services nor any related materials are unlawfully exported.

## 9. Intellectual Property

- 9.1. Our Property. We retain all worldwide intellectual property rights, title, and interest in our Site, our Services, including its overall appearance and any text, graphics, designs, videos, interfaces, and underlying source files of the Services, any Content we provide, the Book, and our name, trademarks, and logos. In some cases we have obtained the right to use certain elements from others as part of our Services and in that case, those elements are owned by their respective owner/s. Even though we're allowing you to use our Services, that doesn't mean that we're transferring ownership or any other rights to you or that we're allowing you to use our name, any trademarks, logos, or similar property as your own.
- 9.2. Your Property. When you provide User Content through the Services, that content remains yours. By providing User Content, you allow us to use it in connection with the Services, including copying, modifying, and preparing derivative works of it where necessary in order to provide the Services, as well as for analytics purposes and for improvement of the Services. If you provide us with any feedback regarding our Services, you agree that we may use it and share it freely.

## 10. Content and User Content

- 10.1. Definitions. We may provide certain materials, such as images, articles, posts, and videos, through the Services and may also allow you and other users to provide certain types of material, such as Prompts, comments, and feedback. "**User Content**" means materials you provide and "**Content**" means any content available through the Services, including User Content that may be provided by other users.
- 10.2. User Content Restrictions. You are fully and solely responsible for any User Content that you provide. You may not provide any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) is (or you reasonably believe or should believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) in breach of any applicable laws, rules, or regulations; (v) contains material we reasonably determine to be offensive, including that which promotes, hate, violence, or discrimination; (vi) constitutes a harassment or threat; (vii) contains obscene material; and/or (viii) contains any virus, worm, trojan horse, or other harmful or disruptive component.
- 10.3. User Interaction. When interacting with other users, whether or not such interaction occurs within the Site, you agree to conduct yourself in a respectful and appropriate manner. This includes, but is not limited to, refraining from abusive, threatening, or harassing behavior, personal attacks, discrimination, or offensive language. Please note that if you interact with others or make User Content available to others, it may be possible for others to obtain Personal Data about you. You acknowledge that any Prompts you share are published on the Site and visible to the other users. We have no control over the use of this data by others and are not responsible for the use of any Personal Data that you disclose to any third party. We reserve the right to monitor interactions between users and to intervene or take action where necessary, which may include, but not be limited to, suspending or terminating the accounts of users who do not adhere to these guidelines.

11. **Copyright – DMCA**. You may not post User Content that violates another's intellectual property rights. As the provider of your User Content, you are responsible for ensuring, to the best of your ability, that the User Content is non-infringing. If we are notified that certain User Content violates intellectual property rights, we may remove that User Content at any time and at our sole discretion, without notifying you, in accordance with the Digital Millennium Copyright Act of 1998 ("**DMCA**"). We reserve the right to take any additional measures we deem appropriate, including suspending and/or terminating your accounts. If you believe that something appearing on the Services infringes your or another's intellectual property rights, please notify us at [nimrod@promptinghappiness.com](mailto:nimrod@promptinghappiness.com). If you believe that a notice has been wrongly filed against you, you may send us a counter-notice to the address above. Please note that notices and counter-notices must meet the DMCA's requirements and that there can be substantial penalties for false claims under the DMCA. We suggest consulting with your legal advisor before filing a notice or counter-notice.

## 12. Indemnification

- 12.1. You agree to indemnify, defend, and hold harmless Prompting Happiness, and its respective directors, officers, employees, subcontractors, and agents from and against any claim, damage, or loss, including reasonable court costs, attorneys' fees, and any fines that may be incurred, that arise directly or indirectly from your: (a) breach of these Terms, including any of your representations or warranties, whether by you or by anyone using your account or device, and whether or not that use was authorized by you; (b) use or misuse of the Services; (c) violation of any law or regulation, including breach of applicable data protection laws; and (d) infringement of any right of any third party.

## 13. Disclaimers

- 13.1. OTHER THAN THE WARRANTIES MADE EXPLICITLY IN THESE TERMS, WE DO NOT MAKE ANY ADDITIONAL WARRANTIES (IMPLIED, STATUTORY, OR OTHERWISE) ABOUT THE SITE, SERVICES OR ANY CONTENT, INCLUDING WITHOUT LIMITATION THAT THE SERVICES WILL BE OF GOOD QUALITY, USEFUL FOR YOUR SPECIFIC NEEDS OR ANY PARTICULAR PURPOSE, ACCURATE, ERROR-FREE (OR THAT ERRORS WILL BE CORRECTED), RELIABLE, SECURE, COMPLETE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE PROVIDED IN A TIMELY MANNER. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS.
- 13.2. We cannot control the functionality of services provided by third parties and assume no responsibility for any telephone or network line failure or interruption, or traffic congestion on the Internet or on the Services themselves. We cannot control the actions of bad actors and do not guarantee that we will successfully prevent unauthorized access to or alteration of the Services.
- 13.3. Users. We cannot anticipate or control the actions or inactions of anyone else, including our clients, users, or unauthorized users. Therefore, **we disclaim all liability, regardless of the form of action, for the acts or omissions of any and all users (including unauthorized users), that are not solely due to our gross negligence or willful misconduct.**
- 13.4. User Content. User Content comes from sources outside of our control, we take no responsibility for the accuracy, usefulness, safety, appropriateness, or non-infringement of any User Content; your use of any User Content is at your own risk. We do not endorse any opinions or recommendations expressed in any User Content. We have no obligation to display or maintain any User Content and may remove it without notice to you and for any reason. Any User Content that you make available will not be considered confidential and may be available publicly. If you make User Content available to others, it may be possible for others to obtain Personal Data about you (such as your contact details, location, or the entity you represent). We have no control over the use of this data by others and are not responsible for the use of any Personal Data that you disclose through the Services by any third party.
- 13.5. Data Retention. We are not a data retention service. It is your sole responsibility to

back up any data you provide to us. If data you provide to us is lost or corrupted for any reason, we shall not be responsible for any damage or loss you experience if you are unable to recover that data.

13.6. Third-Party Content. Our Site may provide you with links to third-party sites. We make no promises regarding and are not liable for the content, goods, or services provided by such third parties, including any payments submitted through such links. We also cannot make any promises about and are not liable for another party's data protection policies. When you click on any of these links, you do so at your own risk. We urge you to exercise caution when using third-party services.

13.7. In light of the above, you understand that using the Services entails some degree of risk. When you choose to use the Services, you do so at your sole discretion and risk. Some jurisdictions do not allow the exclusion of certain warranties and therefore some of the above exclusions may not apply to you. Check your local laws for any restrictions regarding the exclusion of implied warranties.

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14. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROMPTING HAPPINESS (AND ANY OF ITS RESPECTIVE OFFICERS, EMPLOYEES, OR SUBCONTRACTORS) SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT PROMPTING HAPPINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AND AGGREGATE LIABILITY UNDER THESE TERMS AND UNDER ANY CAUSE OF ACTION WILL NOT EXCEED A CUMULATIVE AMOUNT OF USD \$50.

#### 15. **Term and Account Termination**

15.1. Term. These Terms will take effect when you first use the Services and shall continue in full force and effect until they are terminated in one of the ways described below.

15.2. How to Terminate Your Account. You may request to terminate your account (and, by association, these Terms) at any time by sending an email to [nimrod@promptinghappiness.com](mailto:nimrod@promptinghappiness.com). We will process your request promptly after receiving your notice.

15.3. Termination by Prompting Happiness. We reserve the right to suspend or terminate your account (and, by association, these Terms) at any time and for any reason by providing three days' prior notice. We also have the right to suspend or terminate your account (and, by association, these Terms) immediately if: (i) you violate the letter or spirit of these Terms; (ii) you engage in fraudulent, abusive, or illegal behavior or harass or harm other users, third parties, or our business interests; or (iii) you fail to pay any fees you are required to pay, including if you initiate a chargeback. If your account is terminated, you may not rejoin by opening a new account without our permission.

15.4. Even if your account is terminated, you will still be bound by the sections of these Terms which, by their nature, are meant to survive termination.



16. **Force Majeure.** Neither party will be liable for any default or delay in its performance of its obligations under this Agreement to the extent caused by a natural disaster, act of God, act of war or terrorism, riot, third-party labor strike, pandemic, or other similar occurrence beyond its reasonable control, provided that the affected party makes all reasonable efforts to comply with its obligations despite the occurrence. The affected party shall, as soon as reasonably practicable, notify the other party of the occurrence. It is clarified that payment obligations hereunder may be delayed due to a force majeure event but will not be excused.
17. **Notices.** To provide an official notice in accordance with these Terms, either we or you may send a notice by courier, registered mail, or by email to the addresses we provide each other. Either party may assume its notice has been received one after: (1) business day following delivery by courier, four (4) business days following delivery by registered mail, and one (1) business day after email transmission.
18. **General.** These Terms constitute the entire agreement between us and you regarding our Services, and any and all other agreements existing between us regarding the Services are hereby terminated. We may assign our rights and obligations in these Terms to any third party. You may not assign any of your rights or obligations in these Terms to anyone else and any attempt to do so will be void. If either party waives any rights regarding any breach or default of these Terms, that waiver shall not be deemed to waive any other breach or default. The courts in the State of Israel shall have exclusive jurisdiction over any disputes regarding these Terms. The laws of the State of Israel shall govern these Terms without regard to the United Nations Convention on the International Sales of Goods. In the event that a court rules that a provision of these Terms is unenforceable, that provision shall be replaced with an enforceable provision which most closely achieves the effect of the original and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between us and you, and nothing in these Terms enables you to act on our behalf.

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