

## **Terms of Use – Tagops**

Effective From: 17/12/2025

### **1. Introduction**

- 1.1. The use of the cloud resource management platform "TagOps" which is available on the website <https://tagops.cloud> (the "**Website**" or the "**Service**") is in accordance with the following sections and terms of use (the "**Terms**") including the Privacy Policy of the Website and according to any applicable law. By using the Service, You signify that You agree to be bound by the Terms.
- 1.2. The use of the Website is restricted solely to legal purposes and is restricted to those individuals who are legally qualified or corporations.
- 1.3. The purpose of the Terms is to regulate the relations between the operator of the Website, TAGOPS LTD, Israeli C.N. 517228375 (the "**Operator**") and any person and/or entity using and/or accessing the Website and the Service of the Operator. By using the Website, You agree to be bound by the Terms. If You do not agree with all or part of the Terms, please leave the Website and refrain from any use of the Website. The Operator reserves its right to terminate Your use of the Website if You will not comply with any or all of the Terms.
- 1.4. The Terms determine Your access to the Website and will apply to any of Your use in the Website including, but not only, use of data, content and services in the Website or links to other sources of information and on any transmission of data and constitutes the legal basis to any of your actions and/or communications during any use of the Website.
- 1.5. The Operator reserves its right to terminate Your use of the Website if You fail to comply with any or all of the Terms and reserves its right to update the Terms from time to time at its sole discretion and without providing any prior notice. It is clarified that the binding terms will be the Terms available at the Website at the time of Your use of the Website. Therefore and prior to any use of the Website, You are advised to read thoroughly the Terms and the Privacy Policy. If You do not agree with all or part of the Terms, please refrain from any use of the Website.

- 1.6. The Terms constitute the entire agreement between You and the Operator and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any contradiction or inconsistency between the Terms and any content appearing in the Website, the provisions of the Terms shall prevail.
- 1.7. It is clarified that the Operator reserves its right to change and/or terminate the activity of the website, fully or partially, at its sole discretion and without any prior notice or consent and You will not have any claims against the Operator in such case.
- 1.8. The Service is active and accessible at all times, and You may use the Service at any time. However, the activity of the Website may be interrupted from time to time due to errors which are not controlled by the Operator and/or due to maintenance reasons and/or due to any other reason, and You will not have any claims against the Operator in such case.
- 1.9. If You have any questions regarding the Terms and/or Privacy Policy, you may contact the Operator by email: support@tagops.cloud. It is clarified that the Operator's contact details and the Operator's availability are subject to change at its sole discretion and without any prior notice or consent and You will not have any claims against the Operator in such case.

## 2. **Definitions**

**"Content"** means the Website, articles, information available in the Website, online webpages, the sorting and display of information and any other illustrative form in the above.

**"Service"** means the TagOps platform, the User account, the automated tagging engine, the rule builder, dashboard, API access (if applicable), and any related products and services provided by the Operator.

**"Account"** means the account opened by Your name in the Website including Your registration or any other use of the Service without creating an account.

**"AWS Environment"** means the Amazon Web Services account(s) owned or controlled by You, which are connected to the Service.

**"Tagging Rules"** means the logic, criteria, and automation configurations defined by You within the Service to manage resource tagging.

**"Service Errors"** means any interruption in the Service's availability due to reasons which are not directly controlled by the Operator, including failures in AWS APIs, CloudTrail, or EventBridge.

“**You**” or “**Users**” means, inter alia, individuals and entities authorized by the Operator to use the Service and Your employees, consultants, service providers, agents and/or third parties which You have business with.

“**Your Data**” means all data and/or information in electronic form which You provide or as collected by the Operator in the Website during Your use of the Website.

### 3. **About the Terms; Subscriptions**

- 3.1. TagOps is a SaaS platform designed to automate the management of resource tags within your cloud infrastructure. The Service operates by connecting to your AWS Environment, monitoring resource changes via logs (e.g., AWS CloudTrail), and applying tags based on the Tagging Rules defined by You.
- 3.2. It is hereby clarified that only the Terms shall bind the Operator. Any advertising which may be available in the Website shall not be considered as the Operator’s recommendation or opinion regarding the willingness of the advertised Content.
- 3.3. Using the Service may be used only by Subscribers as detailed below (apart from trial periods which are free for a limited time). However, the Operator reserves its rights at any time and under its sole discretion to charge any costs for using the Service, in whole or in part, and reserves its rights to add additional features to the Service which their use may be subject to payment by You and You shall have no claim against the Operator in such case.
- 3.4. Users subscribing to paid subscription plans of the Service (the “**Subscribers**”) will be bound to the following terms in addition to all the Terms in this agreement.
- 3.5. It is possible to subscribe for subscription plans at prices appearing on the Website. The Operator may change the prices and plans at any time as well as any of the Services at its sole discretion and You will not have any claims against the Operator in such cases. All subscription plans shall automatically renew until terminated by the Customer.
- 3.6. The Operator reserves its right to increase or decrease subscription fees and/or to change the available subscription plans at its sole discretion and without any prior notice. In case of a decrease of the subscription fees, the User will not be entitled to any refund and/or discount and/or any other benefit or deduction and the User shall not have any claims against the Operator in such case.
- 3.7. It is further clarified that the Operator reserves its right at any time and at its sole discretion to change the subscription fees and the Services it provides and/or to add

additional features to the Service and the User shall not have any claims against the Operator in such case.

3.8. The Operator reserves its rights to shut down the Service or any part thereof for any reason at any time at its sole discretion and You will not have any claims against the Operator in such case, and the Subscribers will not be entitled to any refund and/or payment deduction paid by them for the Services.

3.9. If a Subscriber fails to make payment for the Services in accordance with the agreed upon terms, the Operator reserves the right to block the Subscriber's access to the Service until full payment is received. Furthermore, the Operator reserves its right, at its sole discretion, to delete the Subscriber's data stored within the Service due to non-payment, and the Subscriber acknowledges and agrees that the Operator is under no obligation to retain the Subscriber's data in such case.

3.10. The subscription is personal and non-transferrable.

#### **4. Payment and Cancellation Terms**

4.1. You may pay via credit card subject to confirmation of payment by the credit card issuer. It is clarified that the Operator may change, at its sole discretion, the payment methods at any time at its sole discretion and without any prior notice or consent and You will not have any claims against the Operator in such case.

4.2. With accordance to any applicable law including the Israeli Consumer Protection Law-1981, subscription payments are non-refundable.

#### **5. Using the Service**

5.1. To provide the Service, the Operator requires secure, programmatic access to Your AWS Environment. This is accomplished through a Cross-Account IAM Role deployed via CloudFormation or similar infrastructure-as-code mechanisms.

5.2. You hereby grant the Operator permissions to:

5.2.1. Scan resource metadata, configuration, tags, and CloudTrail logs;

5.2.2. Create, update, or delete tags on supported resources.

You acknowledge that providing these permissions is a fundamental requirement for the Service to function.

5.3. The Operator acknowledges that it accesses only Resource Metadata (e.g., Resource IDs, ARNs, existing tags, region, resource type) necessary for the operation of the

Service. The Service is designed NOT to access, read, or store the actual content stored within your resources (e.g., database records, S3 object contents, or EC2 file systems).

5.4. The Service relies heavily on the availability, stability, and rate limits of third-party services, specifically Amazon Web Services (AWS).

5.5. You acknowledge that:

5.5.1. AWS may impose API rate limits ("Throttling") which could delay tag application;

5.5.2. : The "Real-Time" tagging feature depends on the delivery speed of AWS CloudTrail events, which is outside the Operator's control;

5.5.3. If AWS changes their API definitions or deprecates certain functions, the Service may require updates or suffer temporary degradation. The Operator shall not be liable for failures resulting from such third-party dependencies.

## **6. User Responsibility, Liability and Limitation of Liability**

6.1. The Service acts as an execution engine for the instructions (Tagging Rules) You provide. The Service does not validate the business logic or the operational safety of Your rules.

6.2. You are solely responsible for ensuring that Your Tagging Rules do not overwrite critical existing tags required for other systems; and avoiding infinite loops or conflicting rules.

6.3. The Operator shall have no liability for operational disruptions, data loss, or service failures caused by the correct execution of a bad or misconfigured Rule defined by You.

6.4. The Service modifies resource configurations in Your production environment. You acknowledge that there is no guaranteed "Undo" button to revert changes made by the Service once they are propagated to AWS. While the Service may offer audit logs, restoring previous tag states is Your responsibility.

6.5. You agree to regularly monitor the Service's dashboard and Your AWS Console to verify that the tagging automation is performing as expected. You must notify the Operator immediately of any unexplained activity or errors.

6.6. You are responsible for maintaining the security of Your TagOps account credentials and for managing the access controls within Your organization. You are also responsible for ensuring that the IAM Role trust policy in Your AWS account allows access only to the authorized TagOps AWS account ID provided during onboarding.

- 6.7. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**
- 6.8. IN NO EVENT WILL THE OPERATOR BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, RESULTING FROM:**
- 6.8.1. ANY MODIFICATION, ADDITION, OR REMOVAL OF TAGS ON YOUR CLOUD RESOURCES EXECUTED BY THE SERVICE IN ACCORDANCE WITH YOUR CONFIGURED RULES.
  - 6.8.2. ANY FAILURE TO TAG A RESOURCE IN REAL-TIME DUE TO DELAYS IN AWS CLOUDTRAIL OR EVENTBRIDGE.
  - 6.8.3. ANY UNEXPECTED CLOUD INFRASTRUCTURE COSTS INCURRED BY YOU.
- 6.9. The Operator reserves its rights to act against a User which will breach any of the Terms including, but not only, blocking the User's access to the Website without prior notice and under its sole discretion, and the User will have no claims against the Operator in such case.
- 6.10. In the Website You may find various recommendations including, but not only, articles of the Operator. It is clarified that advertising and/or displaying of Content and/or any other content displayed in the Website shall not be considered as a binding recommendation, and the Operator is not liable for any of the Your actions resulting from Your reading of the Content available in the Website. It is clarified that none of the information available on the Website should be considered as mandatory information and/or advice and You will not have any claim against the Operator regarding any damage caused to You and/or any third party resulting from Your reliance on information available on the Website.
- 6.11. The Operator does not warrant that all links available on the Website are active and/or will lead to an active website, and the existence of such link shall not be considered as any opinion, recommendation, or advice regarding any content appearing in such link. In no case shall the Operator have any liability to You regarding such matter. Without derogating from the above, the Operator shall not be liable for any damages, direct or indirect, caused to You resulting from Your use and/or reliance

on information and content appearing in any third-party webpages which their links are available on the Website.

6.12. The Services available on the Website may be interrupted and/or may encounter errors. The Operator does not warrant that the Website will be immune from any illegal access to the Operator's computers and/or any damages, errors, faults relating to hardware, software and/or communication line and/or any other damage which may be caused to the Operator and/or any of its providers. The Operator shall not be liable for any direct or indirect damage caused to You and/or any third party including to Your assets, including, but not only, any damage resulting from loss of information or User Content uploaded by You.

6.13. The information and Services available on the Website may include inaccuracies or mistakes. The Operator does not warrant that or the Service will be uninterrupted or error-free or that the Service or the servers providing the Service will be virus-free or free from other harmful components. The Operator does not warrant that the use of the Service, the results from its use, or the use of materials derived from the Service will be accurate, correct, and/or reliable in any manner.

6.14. You hereby agree that the Operator will not be liable for any unauthorized access to Your account including any change in the User Content You uploaded and/or sent, whether received or sent by You or not.

6.15. The Operator has no responsibility for any content which may appear in advertisements appearing on the Website including any commercial offers from third parties. Any claims and/or demands You may have regarding an offer to purchase a service and/or product, whether concerning receiving of such product or service and whether concerning its outcome should be addressed to such third party which provided and/or warranted to provide such service and/or product, and the Operator and/or anyone on the Operator's behalf shall bear no liability regarding any offer of service and/or product.

## **7. Intellectual Property**

7.1. All intellectual property rights, including patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, are solely reserved to the Operator.

- 7.2. Without derogating from the above, the Website, the discussions, all the webpages of the Website and their design, and all notices received by the Operator, including email messages, are solely owned by the Operator.
- 7.3. You may not copy, reproduce (except as noted in the Terms), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the content appearing in the Website without the Operator's prior and written consent.
- 7.4. You may use the Content for Your own personal use and not make any commercial use of the Content. You may not use the Content for any other purpose including, but not only, for promoting, advertising and/or marketing commercial entities.
- 7.5. You warrant not to publish the Content or any part of it except as permitted in the Terms, and You warrant not to publish any product and/or output of information, whether tangible or intangible or in any other form, and You will not copy and/or duplicate and/or create derivative works and/or modify and/or adapt the Content for publishing, advertising, displaying, performing, transmitting, broadcasting, making available to the public, selling and/or any other action without the Operator's prior and written consent. The above does not apply for any use intended for research and instruction.
- 7.6. The ownership and the intellectual property rights of contents of third parties displayed on the Website are owned by their proprietors and may be bound to any terms and third party licenses which were granted to the Operator ("**Third Party Agreements**"). The Operator does not claim any ownership of rights of such content and does not bear any liability for any such content available on the Website. You hereby agree to be bound to any Third Party Agreements regarding Your use of the Website, including any future changes to the Third Party Agreements.
- 7.7. The Operator respects all intellectual property rights of third parties and makes all efforts to not infringe rights of third parties. However, if the rights of any third party have been mistakenly infringed, please report such infringement to the Operator via the email address [support@tagops.cloud](mailto:support@tagops.cloud).

## 8. **Use of Personal Information; Support**

- 8.1. The Operator respects the privacy of all users of the Website. Information regarding use of Your information can be found in the Privacy Policy.



8.2. Information regarding the Operator's availability for supporting You and Your use of the Service, if applicable, are detailed in the Operator's Website.

## 9. **Mailings**

9.1. The Operator may offer its Users to receive email messages and/or newsletters about updates, improvements and other user notifications regarding the Operator's activity, including via emails and text messages (the "**Mailings**").

9.2. Upon registration, You may be requested to provide personal information such as phone number and email address. You will also be given the choice to accept to receive Mailings by checking a checkbox for that purpose to your email and mobile phone device, and this will be considered as Your consent to receive Mailings. It is clarified that at any stage You will have the ability to opt out of receiving the Mailings by contacting the Operator and/or by clicking on a link available on the Mailings sent to You by the Operator.

## 10. **Term and Termination**

10.1. This Agreement commences on the day You start using the Website and continues until You refrain from any use of the Website and the Operator's services.

10.2. The Operator may at any time terminate this Agreement with You, including if: (i) You have breached any provision of the Agreement (or have acted in manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Agreement); and/or (ii) the Operator is required to do so by law (for example, where the provision of the Operator's services to You is, or becomes, unlawful); and/or (iii) the provision of the Service is no longer commercially viable. In the case of each of the above the Operator shall, where possible, give reasonable notice of such termination.

10.3. The Operator reserves its rights, at its sole discretion, to amend the Terms at any time. You are responsible to check any updates of the Terms by entering the Terms from time to time. Your continuation of using the Website will be considered as consent to such amended terms.

10.4. The Operator reserves its rights to shut down the Website or any part thereof for without providing any prior notice and in such case the Operator shall have no liability for any damage or loss caused to You or any other third party.

10.5. All terms of this agreement referring to intellectual property and limitation of liability shall survive any termination of this agreement.

## **11. General Terms, Governing Law and Messages**

11.1. This Agreement, including the Privacy Policy, constitutes the entire agreement between You and the Operator and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

11.2. The Account in the Website is personal and non-transferrable.

11.3. If You have any inquiries regarding the Terms, You may address the Operator via email address [support@tagops.cloud](mailto:support@tagops.cloud).

11.4. The information and the Service is provided to the User on an as-is basis, and the User agrees that the Operator and its employees, officers, shareholders and/or anyone on the Operator's behalf shall have no liability for any damages, direct or indirect, caused to You or to any third party on Your behalf resulting from Your use and/or reliance on information available on the Website.

11.5. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the courts of the city of Tel-Aviv for any litigation and/or dispute arising out of this Agreement.

11.6. All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon sending an email with a confirmation of arrival.