

Terms of Use

1. General

1.1 The website Thisables.com (hereinafter “**the Site**”) is owned by Mccann (hereinafter “**the Company**”) and is operated by it.

1.2 Any use of the Site, including surfing and/or any other operation, constitutes agreement that the user has read the Site terms, which may be updated from time to time, and that the user agrees to abide by those terms without limitation or reservation.

1.3 The Company reserves the right to change or discontinue the Site’s operation at any time, without providing notice. The Company will not be liable for responsibility toward users as they are defined below, for any change, suspension or discontinuation of operation of the Site.

1.4 The regulations of these terms will apply to all use of the Site by users (hereinafter: “**User**” or “**Users**”) and may change from time to time, according to the sole discretion of the Company.

2. Use of the site

2.1 The User is entitled to use the site for personal and non-commercial purposes only. It is hereby clarified that all files, drawings and components shown on the website are for personal use only, and that it is clearly prohibited to make use of them for commercial or other purposes without permission from Milbat.

2.2 Within the framework of use of the Site, Users may download free 3D files via the Milbat website at the URL Thisables.com (hereinafter: “**Milbat website**”). The Milbat website will provide full details concerning the components, and a list of shops/businesses where the free files can be printed.

2.3 It is hereby clarified that the files will be free, however Users will bear the costs of printing as they may be at the time at the relevant printing point.

2.4 It is hereby clarified that all the files, drawing and components displayed on the website are for personal use only and that it is explicitly prohibited to make any use of them for commercial or other purposes without permission from Milbat.

2.5 For the avoidance of doubt, it is hereby clarified that the User shall bear sole responsibility for components they may print, for assembling said components and for any use of said components by the User or by anyone on their behalf.

2.6 Ikea and the Company shall bear no liability in any form for the components and/or their assembly, and/or any use that may be made of them.

2.7 Milbat will bear sole liability for components printed, prepared or assembled by Milbat.

2.8 Notwithstanding the aforementioned, it is hereby clarified that Milbat’s liability shall not apply in the following cases:

2.8.1 In relation to components that were not printed, prepared or assembled by Milbat.

2.8.2 Where improper use or misuse of components has been made or where components have been altered or where components have been incorrectly prepared or prepared with unsuitable materials.

2.8.3 In relation to components where unsuitable cleaning methods have been employed or where unsuitable cleaning materials have been employed.

2.8.4 In the case of reasonable wear and tear of components, cuts or scratches, or any defect caused by an accident or by storage in unsuitable conditions.

2.8.5 In cases where the component has broken as a result of improper use or preparation.

2.8.6 Milbat will not be liable for consequential damages or damages as a result of accidents.

2.9 Registration to the site and the use of information provided by the User to the Company, and/or information accumulated about the user during use of the site, shall be according to the provisions of any law and according to the Terms of Use.

3. Limitation of liability

3.1 The Company acts to ensure that all User details registered on the site are protected. In the event that a third party gain access to information, Users will have no claim or demand against the Company.

3.2 The Company takes great efforts to provide Users with a quality and safe experience. Nevertheless, the site is not immune to faults and/or problems, and from time to time, Users may not be able to access the site.

3.3 Users will have no claims and/or demands regarding content on the site, including content supplied by the Company and/or content supplied by a third party and/or content concerning products, for any damages, direct or indirect, due to use and/or entry to the site and/or due to reliance on third party content and/or due to infringement of privacy resulting from such use.

3.4 The Company shall not bear any responsibility, explicit or implied, in connection with the Site, including any content or services therein and in connection with their suitability to a specific purpose and/or user requirement.

3.5 The User declares and warrants that he is solely and fully liable for any use they make of the Site, including any content and/or service therein and that they are aware that the Company is not liable, directly or indirectly, for any such use on the Site.

4 Availability and/or changes to the site

The Company may allow or prohibit use of the Site, at any time, according to its sole judgement and maintains the sole right to change or to stop operation of the Site, in full or in part, at any time and without prior notice.

5. Jurisdiction and dépeçage

5.1 Any use of the Site and/or any claim, demand or request resulting from such use and/or from any other matter connected directly or indirectly to use of the Site will be governed solely by the laws of the State of Israel.

5.2 The court of jurisdiction shall be solely the authorized court in Tel Aviv-Jaffa, Israel, and the substantive and procedural law applicable shall be Israeli law, which shall prevail over any conflict of law rules referring to incidence of foreign law.

6. Miscellaneous

6.1 The Company reserves the right to change and/or delete and/or add to these Terms of Use at any time and without any obligation to provide prior notice and/or retroactive notice.

6.2 In any event of contradiction or incompatibility, of any kind, between the content of the site and between the articles of the Terms of Use, the articles of the terms of use shall prevail and apply.

6.3 It is hereby clarified that the use of the masculine article in the Terms of Use is solely for reasons of convenience and does not constitute harm and/or discrimination of any sort.

6.4 If any of the provisions of the Terms of Use are found to be unlawful, void or unenforceable for any reason, the said provision will be deleted from the Terms of Use and its deletion will not affect the legality and validity of the remaining Terms of Use. In such a case, the existence of another, similar provision, shall be seen as enforceable in lieu of the provision that has been deleted or removed.

6.5 These Terms of Use constitute full agreement between the User and the Company concerning use of the Site and and replace any understanding and/or other agreement, verbally or in writing, with regard to use of the Site and its content.