

# **Terms and Conditions Use**

## **Introduction**

- The website (the "Site") operated by Faddom Ltd. ("Faddom" or the "Company") and also used as a sales site for the purchase of Faddom subscription licenses (the "Product").
- Purchases through the Site are subject to the conditions set forth in these Terms and Conditions.
- An actual purchase of the product on the Site will constitute a statement on the part of the customer that it/he has read the provisions of these regulations, understood them and agreed to them. The Terms and Conditions constitute a binding contract between you and the Company.

## **The Purchase**

- The Site allows customers to conveniently, easily and safely purchase the Product via the Internet.
- The Purchase is for a subscription period whether on a monthly basis or annual basis.
- The Purchase on the Site is by credit card or such other method authorized by the Company and the transaction will be made after its approval by the credit company or such other financial institute.
- The price of the Product on the Site does not include VAT, if applicable.
- The Company reserves the right to stop marketing and selling the Product at any time and to deny the right to purchase on a sales site at its discretion.

## **Returns and cancellations**

- The customer may cancel the transaction in accordance with the provisions of the Israeli Consumer Protection Law and regulations enacted thereunder.
- Without derogating from the above:
- Cancellation will only be made by written notice to the email address: info@faddom.com
- Cancellation of the transaction by the customer is subject to the product returned policy of the Company as may be detailed in the license agreement (or such other applicable document) of the Company, as may be updated from time to time.

## **Delivery of the product**

- After purchasing the Product, the Product can be downloaded directly to the Purchaser's device or hardware.
- The company will not be responsible for any delay and/or delay in delivery and/or non-delivery, caused as a result of force majeure and/or events beyond its control.

## **Customer Service**

- For any questions or inquiries regarding the Product or the services, you can contact the Company's service representatives by phone +1-339-229-8228 or by email info@faddom.com
- Technical support questions should be sent to support@faddom.com

## **Warranty and service**

- The warranty for the Product covers material defects or errors as more detailed in the License Agreement of the Company.
- Product warranty given for the period of the purchased subscription, from the date of purchase, subject to the terms and conditions of the License Agreement
- The exclusive remedy for any defective product covered under the warranty is limited to the repair or replacement of the defective product. The total liability of the company in relation to any defective product will in no case exceed the purchase price of the defective product.
- The company will not be liable for any direct or indirect damage resulting from the misuse or misuse of the product, including any accidental, special, indirect or consequential damage - to the extent permitted by law.

## **Information security and privacy**

- We generally do not collect personal data when you use our site and/or the Software, unless you request support or send us logs.
- We may retain certain non-personal data for monitoring, audit and record-keeping purposes, as well as other purposes, all as permissible and/or required under applicable law. By analyzing data we receive we may compile statistical data across a variety of platforms and users ("Statistical Data"). Statistical Data helps understand trends and customer needs so that new products and services can be considered and so existing products and services can be tailored to customer desires. Statistical Data is anonymous and aggregated and we will not link Statistical Data to any personal data.
- If you are a resident of the European Union ("EU"), Faddom is the controller of your personal data for the purposes of EU data protection law. If you reside in the EU, you have the right under the General Data Protection Regulation to request from us access to and rectification or erasure of your personal data, data portability, restriction of processing of your personal data, the right to object to processing of your personal data, and the right to lodge a complaint with a supervisory authority. If you reside outside of the EU, you may have similar rights under your local laws.

## **Intellectual Property**

- All intellectual property rights in the Site and the Product are the sole and exclusive property of the Company, and no rights other than the license to use the Product subject to the license agreement is provided to you.
- No information from the Site or the Product may be copied, reproduced, distributed, published or used in any other way, unless prior written consent has been given by the company.

## **Law and Jurisdiction**

- The interpretation and enforcement of these terms of use and/or any action or dispute arising therefrom shall be in accordance with Israeli law only and the competent court in Tel Aviv-Yafo districts shall be with exclusive jurisdiction.