

Website – TERMS AND CONDITIONS

1. GENERAL

- 1.1. Welcome to <https://faddom.com/> website (“**Website**”). These Terms and Conditions (“**T&C**”) are a legally binding agreement between You, the person or entity that will be accessing and/or using our Website (“**You**” or “**User\s**”), and Faddom Ltd., and any of its affiliates, (“**Company**” or “**We**” or “**Us**”), with respect to the use of the Website. The Website is intended and designated to enable its Users to view the Company’s services and if interested, to leave their personal information so the Company can reach out, all in accordance with the provisions as set forth in these T&C.
- 1.2. By accessing and using the Company’s Website, You agree to be bound by these T&C and the related [Privacy Policy](#) that You have explicitly read and separately agreed to.
- 1.3. Company reserves the right, at its sole discretion, to modify these T&C at any time by posting the modified provisions on the Website, hence You should carefully read and understand these T&C before You accept them, since You shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting. Should You do not agree to these terms, you must immediately refrain from further access to and/or use of the Website.

2. USAGE RULES

- 2.1. When You access and/or use the Website, You represent, warrant and covenant that all the information You provide Us, if any, is free and clear from any and all third-parties intellectual property rights, accurate, complete, and current at all times. It is hereby clarified that typing false information, including false personal information, of any kind, is strictly prohibited, constitutes a civil tort and in some cases a criminal offense, and the perpetrator may face criminal and/or civil legal actions, including tort claims for damages caused to other users, third parties, Company and/or anyone on its behalf.
- 2.2. You agree to accept responsibility for any and all activities in relation of your use of the Website.
- 2.3. You hereby undertake that You will not, and will not permit or authorize third parties to use the Website in any way that: (i) is defamatory, abusive, harassing, threatening, racially, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (ii) is illegal or encourages or advocates illegal activity; (iii) post or transmit any communication or solicitation designed or intended to obtain private information from any third party; (iv) contain viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Website or any system, computer software, hardware or telecommunications equipment; (v) use a false identity or impersonate another person; (vi) violate or infringing of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of any third party; or (vii) violate these T&C and/or our Privacy Policy and any applicable local, state, national or international law or regulation.
- 2.4. Your use of the Website is at your own discretion and at your sole risk, and You will be solely responsible or liable for any loss of data, damage or harm to any of your devices used to use or access the Website. The information obtained by using the Website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of any right, rule, regulation or law, or any warranty whatsoever. Company, and its affiliates do not warrant that: a) The Website will function uninterrupted, secure or available at any

particular time or location; b) any errors or defects will be rectified; and c) the results of using the Website will meet your requirements.

3. **INTELLECTUAL PROPERTY**

- 3.1. You acknowledge and confirm that We retain all rights, titles, and interests related to, associated with or derived from the Website, Confidential Information and Company's Content (including all related intellectual property rights), and all of the above are and shall remain at all times the sole, complete and exclusive property of Company.
- 3.2. Subject to these T&C, We hereby grant You a limited, personal, non-transferable, non-assignable, non-exclusive, permission to use the Website, provided that You will not (directly or indirectly, whether for consideration or not) alter, reverse engineer, disassemble, enhance or modify any part of the Website, including its source code, object code, integration code or any other code, configuration, model etc. Except as expressly provided herein, no other rights or licenses, expressed or implied, are granted to You by Us with respect to the Website, including any part of its content and/or intellectual property right, whether registered or not.
- 3.3. All photos, texts, scripts, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, service marks, trade names and other content used, displayed, included, incorporated, uploaded, posted or published by Us and/or anyone on our behalf as part of the Website, are our sole and complete property and/or our licensors ("**Company's Content**"), and subject to copyright and other intellectual property rights under applicable laws, and You may not use, download, distribute and/or copy them, in whole or in part, without our prior written permission. For the sake of clarity, You may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute, sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, the Company's Content or any part thereof.
- 3.4. You hereby undertake not to: (i) take any action intended to circumvent or disable the operation of any security feature or measure of the Website; (ii) copy, reproduce, modify, alter, edit, manipulate, revise, translate, examine, adapt, enhance, extend, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, structure, algorithms, technology or ideas underlying the Website or any part thereof, by any means whatsoever; (iii) modify, or create derivative works of the Website or any part thereof; (iv) disclose, display, publish, distribute, sublicense, sell, transfer or make available the Website or any portion thereof; (v) insert or import, by act or omission, any viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality and/or otherwise attempts to interfere with the proper performance of the Website or any part thereof, including any system, software, hardware or telecommunications equipment; (vi) use, incorporate or embody the Website or any part thereof for general application development purposes or as a component of any other system or devices; (vii) sell, lease or license the Website or any part thereof, or make any other use thereof, except as explicitly permitted by these T&C; (viii) act in a manner that is damaging to Company's reputation; and/or (ix) violates or infringes any Intellectual Property Rights, these T&C and/or any applicable laws.
- 3.5. You will not make or permit the alteration or removal of any tags, labels, or other identifying marks placed by Company on the Website.
- 3.6. If You believe in good faith that any material or content, including Company's Content, made available on or through the Website has been used or exploited in a manner that infringes and/or violates your rights, including intellectual property rights, please send Us prompt written notice thereof via e-mail: info@faddom.com while specifying the exact location of the infringing material, relevant details of the nature of the infringement etc. We will

examine your notice within a reasonable time, and if We find that the use of such content in question does in fact violate your rights, then We will remove the relevant content from the Website.

4. GENERAL TERMS OF USE

- 4.1. We reserve the right to change, suspend, take offline or discontinue the Website, at our sole discretion, at any time and without notice or liability.
- 4.2. You are solely responsible for the activity that occurs in relation to the Website by You or on your behalf. You must notify Us immediately of any breach of security or unauthorized use of the Website.
- 4.3. You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the Website, and for any fees charged by third parties in connection therewith, as necessary and if applicable, and We have no responsibility or obligation in connection therewith.
- 4.4. The use to any personal information provided by You and/or accumulated about You when using the Website, if any, shall be in accordance with our Privacy Policy, which is an integral part of these T&C.
- 4.5. It is hereby clarified that the Website may contain any links to other third parties' apps and/or websites and/or features and/or other platforms, or referrals to certain third parties' products, content or services that are not owned or controlled by Us and that We have no control over them. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such third-party platforms, services, products, or content. Any access to or use of third-party platforms is at Your own risk and subject to the terms and conditions and privacy policies of those third parties. If You choose to visit such third party's platforms, or use its products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern your activities. We do not make any representation or warranty whatsoever regarding such third party's platforms, services, products or content. We also do not endorse and cannot ensure that You will be satisfied with any content, products or services that You accessed, purchased or download from such other third parties, if any, and are not responsible or liable in any manner for your interaction with such third parties. You expressly acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods, or services available on or through any such third-party platforms.
- 4.6. Third party's information and/or services, if provided through the Website, are not controlled by Us and We do not endorse any such third party's information and/or services and in no event We will be liable for the aforementioned.

5. TERMINATION

We may terminate or suspend the Website (or any part thereof) immediately, without prior notice or liability and at our sole discretion. All the provisions of these T&C which by their nature should survive termination (including, without limitation, ownership provisions, warranty disclaimers, indemnification obligations and limitations of liability) shall remain in full force and effect following termination thereof. Termination of these T&C shall not relieve You from any obligation arising or accruing prior to such termination or limit any liability which You otherwise may have towards Us.

6. WARRANTY AND DISCLAIMER

- 6.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE WEBSITE IS

PUBLISHED WITHOUT WARRANTY OF ANY KIND. THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE, THE CONTENT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

7. LIMITATION OF LIABILITY

- 7.1. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE WEBSITE IS AT YOUR SOLE DISCRETION AND RISK, AND THAT OTHER THAN AS EXPLICITLY SET FORTH IN THESE T&C, COMPANY SHALL BEAR NO LIABILITY IN CONNECTION WITH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, AND YOU SHALL BE SOLELY LIABLE AND RESPONSIBLE WITH RESPECT TO SUCH USE AND THE RESULTS THEREOF. YOU ASSUME SOLE AND EXCLUSIVE LIABILITY AND RESPONSIBILITY FOR ASSESSING THE RISKS, ADVANTAGES AND CONSEQUENCES OF USING THE WEBSITE AND FOR ALL CONSEQUENCES RESULTING FROM SUCH USE.
- 7.2. WE SHALL BEAR NO LIABILITY, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND/OR ANY CONTENT THAT IS PRESENTED THROUGH IT. USERS AGREE THAT THEY ARE FULLY AND EXCLUSIVELY LIABLE FOR ANY USE THEY AND/OR ANYONE ON THEIR BEHALF MAKES ON THE WEBSITE AND THAT THEY ARE AWARE THAT WE ARE NOT AND WILL NOT BE LIABLE FOR IT, EITHER DIRECTLY OR INDIRECTLY.
- 7.3. IN NO EVENT SHALL COMPANY OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY LOSS, DAMAGE, OR HARM, INCLUDING PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, OR LOSS OF USE OR OTHER PECUNIARY LOSS, IN CONNECTION WITH OR ARISING OUT OF THESE T&C, THE WEBSITE AND/OR YOUR USE OF OR INABILITY TO USE THEM, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.4. WITHOUT DEROGATING FROM THE ABOVE, IN THE EVENT THAT, NOTWITHSTANDING THE EXPLICIT PROVISIONS OF THESE T&C AS STATED ABOVE, A COMPETENT COURT SHALL FIND COMPANY LIABLE TO ANY DIRECT OR INDIRECT DAMAGE TOWARDS YOU OR ANY THIRD PARTY, SUBJECT TO AND IN ACCORDANCE WITH A FINAL, NON-APPEALABLE JUDGMENT, YOU AGREE THAT COMPANY'S TOTAL AGGREGATE LIABILITY, HOWSOEVER ARISING, WITH RESPECT TO ANY AND ALL DIRECT OR INDIRECT DAMAGES TO WHICH COMPANY WILL BE FOUND LIABLE UNDER THESE T&C AND/OR ARISING OUT OF OR RELATED TO ANY UTILIZATION OF THE WEBSITE, SHALL BE CAPPED AND IN ANY EVENT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT EQUAL TO ONE HUNDRED US DOLLARS.

8. INDEMNIFICATION

Upon our first demand, You will indemnify and hold the Company, its shareholders, directors, officers and employees, harmless from and against any and all claim, liability, cost, loss, damage and expense (including reasonable legal fees) resulting from or arising out of Your access and use of the Website in violation of these T&C and/or in violation or infringement of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of Company and/or other Users and/or any third party and any applicable laws.

9. MISCELLANEOUS

- 9.1. These T&C and its performance shall be governed exclusively by the laws of the State of Israel, without regard to conflict of law's provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Tel-Aviv-Jaffa.
- 9.2. These T&C and our Privacy Policy constitute the entire agreement between You and Company with respect to the access and/or use of the Website and supersede all prior or contemporaneous understandings regarding such subject matter.
- 9.3. Company reserves the right to update these T&C from time to time, with or without notice, and will post its updated T&C on the Website. Your continued use of the Website will be subject to the then-current T&C. If any modification is unacceptable to You, You may cease using the Website. If You do not cease using the Website, You will be deemed to have accepted those modifications.
- 9.4. The Company may assign at any time any of its rights and/or obligations hereunder to any third party without requiring Your consent.
- 9.5. The failure of the Company to enforce any right or provision in these T&C will not constitute a waiver of such right or provision unless acknowledged and agreed by the Company in writing.
- 9.6. These T&C will also govern any future Website updates provided by the Company, unless any such updates are accompanied by a separate set of terms and conditions, in which case the terms of that updated T&C will govern.
- 9.7. In the event that a court of competent jurisdiction finds any provision of these T&C to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 9.8. If You have any questions or queries about these T&C or our services in general, You may contact us via e-mail at: info@faddom.com