

## FABNEN TERMS AND CONDITIONS

These terms and conditions (the “**Terms and Conditions**”) govern the use of [www.FABNEN.com](http://www.FABNEN.com) (the “**Site**”) and FABNEN mobile application (the “**Application**”). This site is owned and operated by [FABNEN LTD] (the “**Company**”).

The phrases “Site” and “Application” are used interchangeably within the Terms and Conditions.

By using this Site and Application, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

The Company is referred hereto as “**FABNEN**”, “**we**” or “**us**” and “**you**” or “**user**” means you as a user of the Site and/or the Application.

Please read the Terms of Service carefully before you start to use the Site. **By using the Site or opening an account you accept and agree on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms and Conditions and our Privacy Policy.**

If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Site.

By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing requirements. If you do not meet all of these requirements, you must not access or use the Site.

### 1. COMPANY DETAILS

Name: [FABNEN LTD]

Trading under the name(s): [www.FABNEN.com](http://www.FABNEN.com)

Address: [124 Mohaliver St Yehud Israel 56209]

Telephone number: [+972-587-950-951]

E-mail address: [Support@fabnen.com]

Company registration number: [516132891]

### 2. PURPOSE OF FABNEN

The Site is a marketplace where users can identify each other and upload requests; users have access to see those requests and provide solutions to one another. Subject to the Terms and Conditions, FABNEN provides the Site services to users, including hosting and maintaining the Site, make the posts for requests and solutions available to see for users.

### **3. ACCOUNTS**

- 3.1. In order to access and use certain sections and features of the Site, you must first register and create an account with us.
- 3.2. To register for an account, you must provide us with a name, e-mail address and an address. You may choose to add a company name, upload pictures or images or your company logo.
- 3.3. When you create an account on our Site, you agree that all personal information you provide us through your account is up to date, accurate and truthful and you will update your personal information if it changes.
- 3.4. We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.
- 3.5. In case of a dispute on user account ownership, we reserve the right to determine ownership to a user account based on our reasonable judgment, whether or not an independent investigation has been conducted by us.

### **4. USERNAMES AND PASSWORDS**

- 4.1. Each person who uses the Site must register for their own account. When you register for an account, you will be asked to choose a username and password for the account.
- 4.2. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password. You agree not to share your username or password with any person, and, if you are a legal entity who is not a natural person, to only share your username and password with a person who is authorized to use your account.
- 4.3. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to the password for any account.
- 4.4. You further agree not to use the account or log in with the username and password of another user of the Site if you are not authorized to use both; or the use would violate the Terms and Conditions.

### **5. NON-PERMITTED USAGE**

- 5.1. As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:
  - 5.1.1. harass or mistreat other users of our Site;
  - 5.1.2. violate the rights of other users of our Site;

- 5.1.3. violate the intellectual property rights of the Site owners or any third party to the Site;
  - 5.1.4. hack into the account of another user of the Site;
  - 5.1.5. act in any way that could be considered illegal or fraudulent;
  - 5.1.6. post any material that may be deemed inappropriate or offensive;
  - 5.1.7. post any material that could constitute copyright infringement and/or trademark infringement;
  - 5.1.8. post pornographic or inappropriate/obscene requests;
  - 5.1.9. post spam, nonsense, or violent or deceptive requests;
  - 5.1.10. publish or post other people's private and confidential information; or
  - 5.1.11. resell regulated goods.
- 5.2. If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you accessing from our Site.

## **6. SUBSCRIPTIONS**

- 6.1. You can choose to subscribe to our monthly subscription plan. Please click here to see our subscription plans and fees.
- 6.2. Your monthly subscription automatically renews, and you will be automatically billed until we receive a notification that you want to cancel the subscription. Please click here to learn more about how to cancel your subscription.
- 6.3. You can choose to cancel your monthly subscription anytime; your monthly benefits will end at the end of the monthly subscription period.

## **7. POSTS AND TOKENS**

- 7.1. Users may post requests for any goods or services on our Site.
- 7.2. By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.
- 7.3. The Site's premium currency is Token.
- 7.4. You must use 1 Token to upload a request and you must use 1 Token to answer a request uploaded on our Site.
- 7.5. Each user starts with 6 Tokens, every 24 hours the users receive 1 Token each. Users may hold for a maximum of 6 Tokens.
- 7.6. Users may choose to purchase subscriptions that increase the maximum number of Tokens they can hold and increase the number of Tokens they receive every 24 hours.
- 7.7. Users may choose to make one-time payments to purchase extra Tokens. The users can hold more than 6 Tokens if the total amount of Tokens exceed 6 Tokens after their purchase.

## **8. SERVICE FEES**

- 8.1. The use of certain services such as monthly subscriptions (S. 6) and purchase of Tokens (S.7) (**the “Paid Services”**), may be subject to payment of particular fees (**the “Fees”**), as determined by FABNEN in its sole discretion. FABNEN will provide notice of such fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance.
- 8.2. FABNEN reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions.
- 8.3. All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by FABNEN. To the extent permitted by law (and unless specified otherwise by FABNEN in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods, and services tax, etc.), levies or duties imposed by taxing authorities (“Taxes”), and you shall be responsible for payment of all applicable Taxes relating to your use of the Paid Services, or to any payments or purchases made by you.
- 8.4. If FABNEN is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). FABNEN is not responsible for any such additional fees or costs.
- 8.5. As part of registering or submitting information to receive Paid Services, you also authorize FABNEN (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment and Fees (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries FABNEN or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider.

## **9. PAYMENTS**

- 9.1. You can pay your Fees through PayPal, by Credit Card or any other payment method or payment processor available at the time.
- 9.2. The payments are made through third party gateways, we neither keep nor we have access to your credit card or bank details.

- 9.3. We are not liable for any direct or indirect losses you suffer as a result of your use of third-party gateways for payment.
- 9.4. If we believe your payment has violated any law or the Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **10. REFUNDS**

- 10.1. Monthly subscriptions are non-refundable.
- 10.2. Purchase of Tokens are non-refundable.

## **11. DORMANT ACCOUNTS**

If we detect no activity in your account and this inactivity continues for 8 months, we may delete your account.

## **12. PROPRIETARY RESTRICTIONS**

- 12.1. The Site, including its general layout, look and feel, design, information, content, and other materials available thereon, is exclusively owned by FABNEN and protected by copyright, trademark, and other intellectual property laws.
- 12.2. Users have no right, and specifically agree not to do the following with respect to the Site or any part, component, or extension of the Site:
  - 12.2.1. reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization;
  - 12.2.2. remove any copyright notice, identification or any other proprietary notice;
  - 12.2.3. use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Site;
  - 12.2.4. attempt to gain unauthorized access to, interfere with, damage or disrupt the Site or the computer systems or networks connected to the Site;
  - 12.2.5. circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Site;
  - 12.2.6. use any robot, spider, crawlers or other automatic device, process, software or queries that intercept, "mines," scrapes or otherwise accesses the Site to monitor, extract, copy or collect information or data from or through the Site, or engage in any manual process to do the same;
  - 12.2.7. introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
  - 12.2.8. use the Site in any manner that could damage, disable, overburden, or impair the Site, or interfere with any other users' enjoyment of the Site; or
  - 12.2.9. access or use the Site in any way not expressly permitted by these Terms and Conditions.

12.2.10. users also agree not to permit or authorize anyone else to do any of the foregoing.

### **13. USER POSTS**

- 13.1. We do not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations and the user uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it.
- 13.2. By uploading to, or creating content on the Site, you represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to use and/or upload such content and that such content or the use thereof in the Site does not and shall not:
  - 13.2.1. infringe or violate any intellectual property, proprietary or privacy, data protection or publicity rights of any third party;
  - 13.2.2. violate any applicable local, state, federal and international laws, regulations, and conventions; or
  - 13.2.3. violate any of your or third party's policies and/or terms of service.
- 13.3. We invite everyone to report violations together with proof of ownership or with any other relevant document as appropriate. Reported violating content may be removed or disabled.
- 13.4. We are not responsible for the content, quality or the level of service provided by the users.

### **14. COMPLAINTS**

- 14.1. If you have a complaint with the services we provide, please contact **[Support@fabnen.com]**.
- 14.2. If you want to report a violation regarding a user post, please contact **[Support@fabnen.com]**.

### **15. DISCLAIMER OF WARRANTIES**

- 15.1. We cannot guarantee the quality or accuracy of goods, services and/or information made available by third parties on our Site.
- 15.2. Your use of the Site, its content and any services or items obtained through the Site is at your own risk. The Site, its content and any services or items obtained through the Site are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Site or its contents.
- 15.3. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **16. LIMITATION ON LIABILITY**

- 16.1. In no event will FABNEN, its licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Site, any websites linked to it, any content on the Site or such other websites or any services or items obtained through the Site or obtained from another user of the Site, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of reputation, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 16.2. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **17. INDEMNITY**

- 17.1. You will indemnify, defend, and hold harmless FABNEN, and our respective directors, officers, employees, representatives, and agents from any and all claims, actions, suits, proceedings, damages, liabilities, costs, losses, and expenses (including attorneys' fees) relating to or arising out of any user content you post or arising out of a contractual, or commercial relationship with another user.
- 17.2. You acknowledge and agree that you as the poster of a request, and not FABNEN, is responsible for any user content including any harms caused to anyone by such user content.
- 17.3. You also hereby grant each user and each Site visitor a non-exclusive license to access your user content through the Site and to use, reproduce, distribute, and display such user content as permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of the Terms and Conditions and applicable law.

## **18. CONSUMER PROTECTION LAW**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of the legislation will apply.

## **19. RELATIONSHIP WITH FABNEN**

- 19.1. FABNEN merely makes the Site and Site services available to enable users to find and transact directly with each other. Users are responsible for evaluating and determining the suitability of any request or other users on their own. If users decide to enter into any type

of contract, such contract is directly between the users; FABNEN is not a party to that contract.

- 19.2. You acknowledge, agree, and understand that FABNEN is not a party to the relationship or any dealings between users. Without limitation, users are solely responsible for:
  - 19.2.1. ensuring the accuracy and legality of any request posted by another user; and
  - 19.2.2. determining the suitability of other users for entering into a contract and performing their contractual obligations.
- 19.3. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a contract with another user and for verifying any information about another user.
- 19.4. FABNEN does not make any representations about or guarantee the truth or accuracy of any user's posts or other user content on the Site and does not perform background checks on or guarantee the work or provision of goods and services of users.

## **20. FEEDBACK AND SUGGESTIONS**

- 20.1. If you provide us with any suggestions, comments or other feedback relating to the services offered through the Site (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights ("Feedback"), such Feedback shall be exclusively owned by FABNEN.
- 20.2. By providing such Feedback to FABNEN, you acknowledge and agree that it may be used by FABNEN to:
  - 20.2.1. further develop, customize, and improve of the FABNEN's services;
  - 20.2.2. provide ongoing assistance and technical support;
  - 20.2.3. contact you with general or personalized notices and/or interview requests based on your feedback or otherwise;
  - 20.2.4. facilitate, sponsor, and offer certain promotions, and monitor performance;
  - 20.2.5. to create aggregated statistical data and other aggregated and/or inferred information, which FABNEN may use to provide and improve its services;
  - 20.2.6. to enhance FABNEN data security and fraud prevention capabilities; and
  - 20.2.7. to comply with any applicable laws and regulations.
- 20.3. You represent and warrant that your Feedback is accurate, complete, and does not infringe on any third-party rights.

## **21. INVOICES**

FABNEN, its affiliated companies or payment processors will issue an invoice for any payment of fees or refund made to or by FABNEN ("Invoice"). Each Invoice will be issued in an electronic form and based on the country stated in your billing address and will be made available to you via your user Account and/or by e-mail. Please note that the invoice presented in your user account or



email may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

## **22. CHARGEBACKS**

- 22.1. If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your user account (“Chargeback”), this will be considered as a breach of your payment obligations hereunder, and your use of the Paid Services may be automatically disabled or terminated.
- 22.2. In the event of a Chargeback, your user account may be blocked without the option to re-purchase or re-use it, and any data contained in such user account, including any domains, applications and third party services may be subject to cancellation and capacity loss.
- 22.3. Your use of the Paid Services will not resume until you re-subscribe for any such Paid Services, and pay any applicable Fees in full, including any fees and expenses incurred by FABNEN and/or any third party services for each chargeback received.
- 22.4. If you have any questions or concerns regarding a payment made to FABNEN, we encourage you to first contact our Customer Support before filing a Chargeback or reversal of payment, in order to prevent the Paid Services from being cancelled and your user account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to re-payment of all the Fees applicable to the Paid Services purchased (and charged-back) by you.
- 22.5. We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the user responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

## **23. CANCELLATION BY USER**

- 23.1. You may discontinue to use and request to cancel your user account and/or any Paid Services at any time, in accordance with the instructions available on the Site. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the Paid Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services’ subscription period.
- 23.2. Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment.
- 23.3. You may cancel your account or any services at any time. Once we process your cancellation request, we will not charge you for any additional subscription renewals.

## **24. CANCELLATION BY FABNEN**

Failure to comply with the Terms and Conditions or to pay any due Fee shall entitle FABNEN to suspend (until full payment is made) or cancel your user account (or certain features thereof), as well as the provision of any related Site Services (e.g., Paid Services).

## **25. LOSS OF DATA, CONTENT AND CAPACITY**

If your user account or any services related to your user account are cancelled (whether at your request or at FABNEN's discretion), it may cause or result in the loss of certain content, features, or capacity of your user account, including any user content, end user data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services. FABNEN shall not be liable in any way for such loss, or for not saving a backup of your user account, user content or end user data. Please also note that additional Fees may apply to re-activation of a user account and/or any Site Services following their cancellation, as determined by FABNEN in its sole discretion.

## **26. DISPUTES AMONG THE USERS**

The users must try and settle conflicts amongst themselves. FABNEN will not interfere with conflicts or disputes between its users.

## **27. LINKS TO OTHER WEBSITES**

Our Site may contain links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

## **28. GOVERNING LAW, JURISDICTION AND CLASS ACTION WAIVER**

28.1. The Terms and Conditions, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Services provided through the Site, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Terms and Conditions, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles.

28.2. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Tel Aviv, Israel.

28.3. Subject to any applicable law, all disputes between you and FABNEN shall only be resolved on an individual basis and you shall not have the right to bring any claim against FABNEN

as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

28.4. Notwithstanding anything to the contrary in this S.29, if you are located in the United States of America, the legal jurisdiction governing all aspects of the payment transaction contemplated between you and FABNEN will be the State of **[Israel]** , without respect to its conflict of laws principles, and any and all claims and disputes related to such payment transaction shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in of **[Israel]** .

### **29. SEVERABILITY**

If any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **30. FORCE MAJEURE**

Neither FABNEN nor the users (**the “Parties”**) are liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party; unless, the parties are aware of the existence of such a cause or it is reasonably foreseeable that such a cause might occur in the future in such an extent that it might affect the performance the Parties’ obligations. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, global or regional pandemics, governmental action, or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of the Parties may terminate or cancel the services to be carried out under these Terms and Conditions.**31.**

### **CHANGES**

We reserve the right to amend these Terms and Conditions from time to time in order to maintain compliance with the law or to reflect any changes to the way we expect users to behave on our Site. Changes to these Terms and Conditions only take effect after they have been published in an appropriate manner on the Site.

### **32. CONTACT DETAILS**

Please contact us if you have any questions or concerns. Our contact details are as follows:  
**[Support@fabnen.com]**

**EFFECTIVE DATE: [01/03/2022]**

