

**SERVICE DELIVERY CONTRACT**  
**« SAPPHIRE PREMIUM »**

Between: Fashion Intuition  
Registered:  
(Hereinafter: the "Company")

And:  
Last name and first name:  
Mail address:  
(Hereinafter "the Client")

PREAMBLE

WHEREAS the Client wishes to obtain one or more of the services provided by the Company, according to the Charter (hereinafter: "the Charter") contained on the website [www.CheatingorFaithful.com](http://www.CheatingorFaithful.com) (hereinafter : the "Site") and in Appendix A of this Agreement;

WHEREAS by ticking the checkbox "I read and accept the terms & conditions", the Customer commits to any provision of this Agreement and its acceptance is equivalent to an affixation of his signature;

WHEREAS each party certifies that it has the power and authority to enter into this Agreement.

WHEREAS for practical reasons this agreement was written in any language other than Hebrew, that version is not legally binding and only the Hebrew version at the following link: [cheatingorfaithful.com](http://cheatingorfaithful.com) is the only version legally binding the Parties.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS :

1. The Preamble and the Annexes to this Agreement are an integral part of it .

**2. Object of the Services:**

2.1 The purpose of this contract is the execution of the services (hereinafter designated as: the "Services") as detailed on the Charter by the Company.

2.2 The Company is free to change the Charter at any time. Such a change does not affect the validity of this contact.

### **3. Customer Obligations:**

3.1 The Client declares and warrants to be an adult, over age 18, having the necessary legal authority to enter into this Agreement. If the Customer does not have the legal authority, he is not empowered to click on "I agree" below.

3.2 The Customer explicitly states that the Target and / or any third party that will be in contact with the Company is over 18 and is a legal adult in his country of residence. In case of violation of this section, the Company reserves the right to make complaints and / or initiate any legal proceedings against the Customer.

3.3 The Customer warrants that he will comply with all laws and regulations concerning the provision or use of services provided by the Company.

3.4 The Customer agrees to use the Services for his personal use only and agrees not to enter into this Agreement on behalf of a third party.

3.5 The Client certifies he has read in a language he masters fluently and understands all of the provisions of this Agreement and the Charter, legal notice and the contents of the Site.

3.6 In seeking the Services provided under this Agreement and the Charter, the Customer gives explicit permission to the Company to get in touch with the Target, collect, store and use information on them. In addition the Customer gives explicit permission to contact and collect information on third parties, including, but not limited to, a spouse, family, friends, colleagues, relatives and any other person knowing or being related to the Customer.

For the purpose of this contract the "Target" is defined as any person or cooperation on which the Customer would like to receive information on with accordance to terms detailed on the Site.

3.7 The Client explicitly authorizes the Company to get in touch with the Target through any means, including social networks, emails, sms, phone, and any other application or means of communication.

3.8 The Customer agrees to take commercially reasonable steps to prevent unauthorized use of the Services. The Customer will promptly notify the Company if he finds that the Services are subject to unauthorized access and / or are misused and / or prohibited / illegal.

3.9 The Customer agrees not to transfer the rights and obligations under this Agreement to any third party without first obtaining the explicit written consent of the Company.

3.10 Unless the Company specifically agrees in writing, the Customer agrees not to carry out the following actions and to make reasonable efforts to ensure that no third party does either: (a) conduct sell, resell, lease or the functional equivalent, of the Services to a third party (b) attempt to create a substitute or similar service or company through the use of services or access to them.

**This article is a fundamental article of this contract.**

#### **4. Acceptance of Terms**

4.1 The use of the Site and / or the solicitation of services implies that the customer agrees to accept all of the provisions of this Agreement out of his own free will.

4.2 The Company reserves the right to modify at any time the rules, instructions, the Charter and / or any other condition mentioned in this Agreement and / or the Site, without any prior notification or the Client's consent.

**This article is a fundamental article of this contract.**

#### **5. The contract's Date of entry into force:**

5.1 This contract is concluded for a fixed period of thirty days, starting as soon as the Customer has tick the checkbox "I read and accept the terms & conditions" ( hereinafter designated as: "the Term").

5.2 The company reserve a right to place an order on a wait-list of up to 7 days from the moment the Client receive the initial confirmation, the Client will be informed when the Service has been activated.

5.3 If the customer so requests, the Company may renew this contract repeatedly based on the package purchased.

5.4 If the Company does not want the Services to renew, it will notify the Customer. This notice of non-renewal will take effect at the end of the validity period.

6. **Confidentiality:** Both sides consent to uphold the terms and provisions as detailed on Appendix A: Privacy Policy, available on the link: [cheatingorfaithful.com](http://cheatingorfaithful.com)

#### **7. Termination:**

7.1 The Company reserves the right to terminate this Agreement at any time if it is found that the Customer violates any provision of this Agreement, or if the Customer otherwise creates a risk of lawsuits against the Company. In this case, the Company shall be entitled to stop providing its Services to the Customer at any time.

7.2 Either party may suspend performance or terminate this Agreement if: (i) the other party materially breaches the Agreement and fails to cure that breach within 48 hours following receipt of the written notice, (ii) the other party ceases its business activities or is subject to insolvency proceedings, or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

7.3 If this Agreement is terminated, (i) the rights granted by one party to the other will cease immediately, (ii) the Customer's data will be deleted by the Company and (iii) Each Party will implement reasonable action quickly to return or destroy all other confidential information of the other Party, if it receives a request to do so.

7.4 If a customer terminates the Agreement before the expiry of its commitment, the Company will charge its account and the Customer will pay to the Company the remaining amounts due under its commitment.

7.5 The Customer may not assign or transfer any part of this Agreement without the prior written consent of the Company.

## **8. Clauses Disclaimer:**

8.1 THE COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST PROFITS AND / OR ANY DIRECT , INDIRECT, SPECIAL , INCIDENTAL , CONSEQUENTIAL, EXEMPLARY , PERSONAL OR PUNITIVE DAMAGES, EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

8.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW IN ISRAEL AND UNDER RESERVE EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

8.3 THE COMPANY MAKES NO REPRESENTATIONS AS TO THE CONTENT OR INFORMATION ACCESSIBLE BY OR THROUGH THE SERVICES.

8.4 The Company is not responsible for information transmitted to people seeking its services and the impact that the transmission of such information may include, without limitation, the Customer, his family, relatives, friends, spouse and / or any third party. Each client and / or user is using the Site and / or solicits Services provided at its own risk. The Company disclaims any responsibility.

8.5 THE COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THE CONTRACT.

8.6 In any action brought against the Company by a third party following the actions of the Customer and / or the information that the Company provided to and / or information that the Customer has passed to a third party, the customer undertakes to hold harmless and indemnify the Company for all damages, losses and expenses, including attorney fees, incurred in this action. The Customer agrees to indemnify, defend and hold harmless vis-à-vis the Company obligations, damages and costs (including court costs and reasonable attorney's fees) arising out of third party claims about him.

8.7 While the Company will endeavor to the extent reasonable to transmit the Customer reliable information, the Company does not guarantee that the information is always secure, verified, without imperfections and perfectly accurate.

8.8 By accepting this Agreement and by ticking the checkbox "I read and accept the terms & conditions", the Customer releases the Site and / or the Company and / or its directors, employees, legal representatives, lawyers, and others in

case of complaints and / or damages, known and / or unknown, arising out of third party claims.

8.9 The Company shall not be held liable for improper performance to the extent that it is caused by a situation, including but not limited to, a natural disaster, act of war or terrorism, riot, worsening working conditions, governmental action, and Internet disturbance, beyond the reasonable control of the Company.

## **9. Applicable Law, Jurisdiction:**

9.1 FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION TO THE COURTS OF TEL AVIV AND THE ISRAELI LAW.

9.2 The Client irrevocably undertakes to bring any claim, lawsuit, legal issue or dispute (hereinafter designated as: "Shares") relating to the Agreement, the Site or the Company, solely and exclusively in court Israeli sitting in TEL AVIV, ISRAEL.

9.3 The Client hereby agrees to respect the jurisdiction of the court in such Shares under the Israeli law.

9.4 The Client and irrevocably waives to the fullest extent of the law any objection, present or future, against the imposition of the court on the dispute and any claim against the inadequacy of the courts before which is worn such dispute.

9.5 The Law and Israeli Law governing the Contract, and any action by the Parties, without regard to the provisions on conflict of laws.

## **10. Payment:**

10.1 In making a payment by one of the payment methods available on the Site, Customer agrees payment terms below.

10.2 After submitting this Agreement, Customer shall make payment in the amount of 300 USD/ERO for a month by one of the payment methods available on the Site.

10.3 The Customer has 48 hours to settle the Company outstanding amounts. If the situation is not remedied within this period, the Company will automatically suspend the use of the Services. Said suspension persist as long as the customer has not paid the Company all outstanding charges.

10.4 If the suspension for non-payment lasts more than 24 hours, the Company may terminate this Agreement with the Customer for breaching the Agreement.

10.5 The Customer is responsible for any Taxes, and must pay for the Services to the Company without any reduction for Taxes. If the Company is obligated to collect or pay taxes, they will be charged to the Customer. If the Customer is required by law to withhold any Taxes from its payments to the Company, he must provide the Company with an official tax receipt or other appropriate documentation to support.

## **11. Miscellaneous.**

11.1 This Statement constitutes the entire agreement between the parties regarding the Services and / or the Site and supersedes any prior agreements.

11.2 If any part of this statement is invalid or unenforceable, the remainder shall remain in full force and effect.

11.3 Failure of the Company to enforce this Agreement or any of its clauses will not constitute a waiver.

11.4 All rights and obligations under this Agreement shall be freely transferable by the Company in connection with a merger, acquisition, sale of assets, a request the court or in other cases.

11.5 Nothing in this Agreement shall prevent the Company to apply the law.

11.6 This Agreement does not confer any rights to third party beneficiaries.

11.7 The Company reserves all rights not expressly granted in this Agreement.

11.8 The Client will comply with all applicable laws when using the website or accessed and / or applying the Company's Services.

11.9 Unless otherwise specified in this Agreement, ( a) all notices must be in writing and ( b) a notice is deemed given ( i) written confirmation of his receipt if sent by personal courier , receipt if sent by mail without confirmation of receipt , or ( ii) after checking the automatic acknowledgment when sending e-mail or registered mail .

11.10 The Parties are independent contractors, and this Agreement does not create these type of mandate, partnership, and / or employee employer.

**By ticking the checkbox accepting the terms and conditions, you accept the terms of this Agreement**