

## **“SF Managed Account” SERVICE AGREEMENT**

Last updated February 19th, 2021

This Service Agreement is made and entered into as of today (the “**Effective Date**”) by and between SALEFREAKS LTD (“**salefreaks**” or “**The Company**”), a Israeli incorporated company, with offices located at 10 Halapid st. Petach-Tikva Israel and the entity or individual (“**Client**”).

By signing up for the “SF Managed Account” service (“**Service**”) in Company's official App (console.salefreaks.com) (the “**Website**”), you are agreeing to be bound by the following terms and conditions (“**Service Agreement**”). The Services offered by salefreaks under this Service Agreement include various services to assist you in managing your online business. By agreeing to this Service Agreement you hereby allow salefreaks to access your account in any online platform, such as eBay, Amazon, Walmart etc. and handle it, including the performance of various actions on your behalf, tracking number upload and any other functions allowed by the API of destination website. This Agreement shall automatically apply on any new features or tools added to the current Service.

SaleFreaks reserves the right to update and change the Service Agreement from time to time by posting updates and changes to the salefreaks.com website. You are advised to check the Service Agreement from time to time for any updates or changes that may impact you, and you shall have no suit and/or claim and/or demand towards salefreaks or anyone on its behalf, regarding such updates in the Service Agreement.

This Service Agreement and any additional schedules attached hereto (collectively, this “**Agreement**”), including any updates or changes made to the Agreement as described above, constitute the entire agreement between the parties concerning Client’s use of the Service. All schedules attached hereto are incorporated herein by reference. This Agreement replaces and supersedes any prior verbal understandings, written communications and representations.

## TERMS AND CONDITIONS

### **The Service**

Balance services - as a condition for using the Service, you must first charge balance into your account at salefreaks App. Balance charging is done by PayPal or Pioneer payments. It is the user's responsibility to load Balance in a timely manner to have sufficient funds for purchases. Failure to maintain sufficient balance on the account, will result in the failure to place purchases.

"SF Managed Account" services – in this service SALEFREAKS offers the client a solution of order fulfillment. Client is required to connect their destination store (such as eBay, Bonanza, etc.) to SALEFREAKS. Once an order is placed on the Client's destination store, SALEFREAKS purchases the product for the Client according to the latter's demand. Purchase is made from a source defined by the client (Amazon, Ali Express etc.). Payment for the purchase is made using the Client's balance on SALEFREAKS. It is the Client's responsibility to ensure there is enough balance on their account at any time to fulfil their orders. Failure to maintain sufficient balance on the account, will result in the failure to place purchases.

The service also includes return services. It is the Client's responsibility to monitor the processes from time to time and update the data according to their needs. It is the Client's responsibility to follow up on orders and purchases and to ensure that their ebay accounts are connected to the system and are in good condition.

### Tracking Number Auto-Update

This service allows automatic updating of tracking numbers for items purchased on Amazon in Client's eBay account.

### **Third Party Services**

Any third-party service you use on SALEFREAKS is under your full responsibility. It is your responsibility to comply with the terms of use of the third parties. By accepting this agreement, you agree to use SALEFREAKS in a legal and legit usage only.

SALEFREAKS does not hold any product inventory and does not provide logistics services (storage, shipping, returns etc.). We will not be liable for quality of products, lost or damaged packages etc. All of the above services are provided by a third party and are not under the control or responsibility of SALEFREAKS in any way. By agreeing to these Terms of Service, you declare that you will not have any claims against SALEFREAKS for any third-party services provided by SALEFREAKS.

### **Fees**

*Subscription fees* (for participating monitor subscriptions) charged monthly and are non-refundable, in the amount of \$15.

*Fulfilment fees* are charged from Client's *SALEFREAKS balance* per transaction. Service fees are in the amount of \$0.3 per transaction.

Service pricing may vary from time to time. You are advised to check the Service Agreement from time to time for any updates or changes that may impact you, and you shall have no suit and/or claim and/or demand towards SALEFREAKS or anyone on its behalf, regarding such updates in the Service Agreement.

## **Restrictions and important information**

- The FBS system cannot fulfill orders that are above \$400.
- If an item is not refundable or returnable by the retail source site (such as Amazon) - the return request will be rejected. The users are fully responsible for ensuring the products they wish to list/fulfill with FBS are refundable by the retail source site.
- A return should only be fulfilled with the original label provided by Salefreaks from the purchase site. If the return will be sent in any other way, it will be rejected.
- Canceling orders - once an order is placed by the Auto-Order system, we will do our best to have it canceled, but there is no guarantee it will be approved for canceling by the retail store.
- If a buyer claims he did not receive the order, SF managed accounts specialist will chat with the purchase retail site support team, requesting a solution. Only in case, the tracking number was not converted to BlueCare Express only. This service will not be eligible for orders that are older than 30 days.
- An order is not eligible for a return after 30 days from the order date. Returns for orders older than 30 days will be rejected.
- A return request which was not fulfilled in 30 days, meaning the buyer did not send the package back to the retail purchase site, will be canceled and will no longer be entitled to a return.

## **Use of Data**

Reports produced by SALEFREAKS are designed to enable business overview. SALEFREAKS reports are not a substitute for tax reports. All tax obligations that are applicable to you by law remain in effect and are not part of the Service provided by SALEFREAKS.

## **Termination of Subscription**

In the event of a disconnection from the Service, we will credit the registered PayPal on the Client's account with the remaining balance, after completing all payments for orders made before termination. No refunds will be provided for subscription payment in part or whole.

Upon termination of the subscription, SALEFREAKS will immediately discontinue all services on the account and the execution of all actions in the account will be solely the responsibility of the Client, including product purchase and returns.

## **Grant of Rights**

SALEFREAKS hereby grants Client a nonexclusive, non-transferable, non-sublicensable right to access and use the Service within the scope of use set forth in this Agreement during the term of this Agreement. Client is responsible for all activities conducted under its User logins on the Service. Client shall receive access to the most current version of the Service made available to SALEFREAKS customers generally.

## **Communications**

By signing this Agreement, you hereby grant SALEFREAKS the right to transfer your contract and contact information. SALEFREAKS may send you information regarding new products and services and other marketing communications unless you notify SALEFREAKS, as applicable, that you wish to opt out of receiving such communications. Client understands that

even if it so opts out, it nevertheless will continue receiving system messages and other communications relating to the operation of SALEFREAKS Services.

### **No Abuse or Interference**

Any use of the Website or of the Service other than the Intended Use and unless expressly authorized by the Company, constitutes a contravention of this Service Agreement. You agree not to abuse, disrupt, or interfere with, the Service in any way, and not to violate this Agreement in any way, nor to allow use by others in such a way as to violate this Agreement. In particular, but without limitation, you agree not to do any of the following: (i) use the Website or the Service to engage in any activity that constitutes competition with the Service or the Company; (ii) disguise yourself as the Company or any person or entity or misrepresent your affiliation with the Company or any person or entity, or to disguise or misrepresent the origin of any content posted to the Website or made available through the Service; (iii) interfere with the full and complete display of advertisements on the Website pages; (iv) use the Website or the Service as a forwarding service to another website or link to the Website using any non-standard linking method; (v) use any method to intercept or expropriate any system data or information from the Website without the express written permission of the Company; (vi) use any robot, spider, other automatic device, or manual process to crawl, index, or copy the Website web pages or the content contained herein without the express written permission of the Company; (vii) use the Website or the Service in any way to harass another person or entity in any way; (viii) gain unauthorized access to other computers or networks through hacking or other means, or compromise the security of any account or site, or make the unauthorized use of the username or password of another user; (ix) collect or store personal data, or solicit personal identifying information including passwords, about other Website users unless specifically authorized by such users; (x) transfer any information held by a third party without such party's knowledge or consent; (xi) engage in any activity that interferes with or disrupts the operation of the Service servers or networks associated with the Service or places an undue burden on it or limits, negatively affects, or interferes with, other users' ability to use the Service or the Website; (xii) make excessive or otherwise harmful automated use of the Website or the Service, including using scripts to add people to your list or to post or send comments; (xiii) transmit spam, bulk, "junk mail" or unsolicited communications, including in particular unsolicited advertising or promotional materials; conduct surveys, questionnaires, competitions, chain letters and "pyramid games/schemes," or any other form of solicitation; (xiv) disseminate, publish or upload any material containing or transmitting software viruses of any kind (including "trojan horses" and "worms") or any other computer code, file, program or routine designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or damage, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of any party; (xv) contravene any requirements, procedures, policies or regulations of networks associated with the Service.

### **Compliance with Laws**

You hereby agree not to use Salefreaks Service to engage in any activity that is unlawful under the laws of any jurisdiction to which you or the Company may be subject, or that violates any applicable local, state, national or international law. You agree to comply with all applicable laws and rules regarding online conduct, acceptable content and the transmission and export of technical data.

By signing this Agreement, you specifically agree not to do anything harmful to minors in any way, not to promote or provide instructional information about illegal activities, not to promote physical harm or injury against any individual, group or governmental entity, nor to promote any act of cruelty to animals.

Salefreaks reserves the right to report any wrongdoing that the we may become aware of to the applicable government agencies or to take other appropriate action permitted by law.

### **Modifications to Service**

The Company reserves the right, in its sole discretion and at any time, to modify, suspend or discontinue the Service or any part thereof, with or without notice to you, to remove any content whatsoever, and to restrict any activities, services or access thereto.

You agree that the Company shall have no liability to any damage that you experience, due to any modification, suspension or discontinuance of the Service. The Company shall have no liability for any scheduled or unplanned system outages, including due to any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Website and the Service, and in particular for the resulting unavailability of the Website, any resultant loss of data or any resultant delay or non-delivery of information.

### **Third Party Intellectual Property**

You acknowledge and agree that rights in any third-party content (including any content licensed by the Company, advertisements and User Content) presented to you through the Service or contained on the Website or in any other websites to which this Website links, including copyright, trademarks, logos, service marks, patents or other proprietary rights and any other intellectual property rights not owned by the Company, belong to their respective owners.

We respect the intellectual property rights of others and as our client you are obligated to do the same. Salefreaks has the right, in appropriate circumstances and at our discretion, to disable and/or close accounts, which are charged with infringing the copyrights or other intellectual property rights of others.

### **Privacy**

Your privacy is important to us. To the extent of certain limited information about you may be collected during your use of the Site, such collection shall be subject to the Company's Privacy Policy. Your use of the Service is subject to and shall be deemed to constitute your acceptance of the Company's Privacy Policy.

### **Indemnification**

You are solely responsible for your actions and for your User Account when using the Website and the Service. You agree to indemnify, defend, and hold harmless the Company, its owners, subsidiaries, affiliates, officers, directors, employees, consultants, advisors, agents and shareholders from and against any and all claims, demands, actions, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees), royalties and liabilities of any kind and of any nature that may be incurred as a result of or arising from or in connection with: (i) any information (including, without limitation, your User Content or any other content) posted on the Website or made available through the Service by you; (ii) your use of the Website or the Service; (iii) your violation of these Terms; (iv) your violation of any applicable laws; (v) your violation of any rights of any third party; (vi) any of the above made from your User Account.

The Company shall conduct its defense in any such third-party claim or proceeding in its sole discretion and you shall fully cooperate with the Company for such purpose.

### **Governing Law**

The substantive laws of the State of Israel shall govern the Terms of Use and the relationship between you and the Company and any other matter connected with, or deriving from, the Website or the Service, notwithstanding your actual place of residence. The competent courts located in Tel Aviv, ISRAEL shall have exclusive personal jurisdiction over any lawsuits arising from or relating to these Terms or your use of the Website or the Service and you hereby agree to submit to the exclusive personal jurisdiction of such courts for such purpose.

You agree that regardless of any statute or law to the contrary, but to the extent permitted by law, any claim or cause of action arising out of or related to use of the Website, the Service or these Terms must be filed within six (6) months after such claim or cause of action arose or it will be forever barred.

## General Provisions

### **Entire Agreement**

These Terms of Use and any documents expressly incorporated by reference, including the Privacy Policy, constitute the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes any other agreement, proposals and communications, written or oral, between the Company and you. Unless otherwise specifically stated in writing, there are no other terms, conditions, or obligations between the parties relating to the use of the Website or the Service, other than those contained in these Terms.

### **Relationship**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms between you and the Company. The agreement pursuant to these Terms is between you and Company and is not intended to be for the benefit of any third party, and no third party shall have any right to enforce any term hereof.

If any dispute arises between you and any third party, you understand and agree that the Company is under no obligation to become involved and you hereby release the Company from any and all liability arising out of, or in any way related to, such disputes as set forth in the **Limitation of Liability section** hereinunder.

### **Headings**

The section headings in these Terms are for convenience only and have no legal or contractual effect

### **Survival**

Any protection of intellectual property rights, any of your representations and warranties and any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Service.

### **Severability**

If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, any other provisions of these Terms will continue in full force and effect and you agree that the court should endeavor to give maximum effect to the parties' intentions as reflected in the provision.

### **Waiver**

Any waiver of any provision of these Terms will be effective only if made in writing and signed by the Company; any delay or failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

### **Assignment**

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of the Company. The Company may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

**Disclaimers, Limitation of Liability and Indemnification**

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**SCHEDULE A**

[Contact us](#)

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