

Perfix Platform Terms of Use (Israel) – English Version

Last Updated: July 18, 2025

Quick Summary (for Convenience Only)

- **Binding Agreement:** By using the Perfix app, you confirm that you have read and agreed to the full Terms of Use and the Privacy Policy. If you do not agree, you must stop using the app immediately.
- **Eligibility:** The Platform is intended for adults aged 18 and older only. It is not for minors. The service is designed for use within Israel only. Users must be Israeli residents or physically present in Israel during use. When registering, users must provide accurate and valid information (including a verified phone number) and may only hold one personal account. Impersonation or creating multiple accounts is prohibited.
- **Platform Role:** Perfix is a technology platform that connects service seekers (customers) with independent professional service providers. Perfix does not itself perform the services and is not a party to the contract between seeker and provider. Providers are independent contractors—not Perfix employees or agents—and Perfix does not supervise their work or guarantee the results.
- **No Guarantee of Service or Payment:** Perfix does not guarantee that providers will perform work to a seeker's satisfaction, or that seekers will pay on time or in full. All service terms, quality, timing, and results are the sole responsibility of the users involved. Perfix is not liable for poor performance or missed payments; the risk lies with the parties.
- **Responsibilities of Service Seekers (Customers):** Seekers must provide accurate service request details, request only lawful services, respond to providers promptly, and allow reasonable access for work. Payment is made directly to the provider (since the app does not currently support in-app payments). Seekers must treat providers respectfully and use their contact information solely for arranging that specific service.
- **Responsibilities of Service Providers (Professionals):** Providers operate as independent contractors and are solely responsible for setting their rates, schedules, and work methods. Providers must hold all legally required licenses, permits, and insurance for their profession. They are responsible for the quality, safety, and outcomes of their work (including fixing any defects or damage). Providers must issue legal receipts/invoices and honor applicable consumer protection laws, including cancellation rights. They must protect customer data and use it only to complete the specific job.
- **Payments:** Payment terms (amount, method, and timing) are agreed directly between seeker and provider. Payment is made off-platform; Perfix does not process or hold funds and is not involved in the financial transaction. Currently, Perfix does not charge users any commission or service fee. Any payment dispute is solely between the parties—Perfix is not responsible and will not intervene.
- **Intellectual Property & Content:** All intellectual property in the Perfix platform and its content (software, design, trademarks, databases, etc.) belongs to Perfix or its licensors. You receive a limited, non-exclusive license to use the platform for its intended purpose only. Do not copy, distribute, modify, or reverse-engineer any part of the platform or its content. Content you upload remains yours, but you are solely responsible for ensuring it is legal and does not violate any rights.

- **Indemnification:** You agree to indemnify and hold Perfix (and its team) harmless from any claims, losses, or damages resulting from your violation of the Terms or the law, or misuse of the Platform. If another user or third party sues Perfix because of your actions (such as illegal use, rights violations, or service-related incidents), you will bear full responsibility—unless caused by Perfix’s own negligence.
- **Limitation of Liability:** The platform and its services are provided “as is” and “as available.” Perfix makes no warranties and is not liable for any direct or indirect damages caused by the use of the platform or services. Perfix is not responsible for loss of income, business opportunity, reputation, or data. It is not a party to disputes between users and does not mediate or arbitrate. You use the platform and interact with others at your own risk. Perfix’s liability is limited to the extent permitted by law.
- **Important Note:** This summary is provided for your convenience only. It does not replace the full Terms of Use, which are binding. Continued use of the platform constitutes full acceptance of all Terms—please read them carefully to understand your rights and obligations.

1. Introduction and Acceptance of Terms

Welcome to Perfix, a service marketplace connecting users in Israel with independent service professionals. These Terms of Use (“Terms”) govern your access to and use of the Perfix mobile application and any related website or services (collectively, the “Platform”). The Platform is operated by Ahmad Haj Yahya, an Israeli company with its registered address at Rehov Haifa, Tayibe, 4040000, Israel. You can contact us at Support@perfixapp.com and/or +97253-590-9540 with any questions about these Terms or the Platform. For purposes of these Terms, “Perfix” (also “we”, “us”, or “our”) refers to Ahmad Haj Yahya, and “User” or “you” refers to any person using the Platform, whether as a service seeker or a service provider (defined below).

Languages: These Terms of Use are provided in English and Hebrew, for our users’ convenience. All versions are legally binding. In the event of any conflict between the versions, the provisions of the [Hebrew version] shall prevail (unless otherwise required by law).

Acceptance: By downloading, accessing, or using the Platform, you indicate your acceptance of these Terms and our Privacy Policy. By creating an account, you confirm that you have read and understood these Terms and agree to be bound by them, as well as by our Privacy Policy (which is incorporated herein by reference). **If you do not agree to any of these Terms or our Privacy Policy, you must not use the Platform.** If you already have an account and cannot accept the Terms or Privacy Policy, please cease using the Platform and request deletion of your account as described below.

Modifications: Perfix may update these Terms from time to time and will notify users of any material changes (for example, via an in-app notification, website notice, or email). The latest version will always be indicated by a “Last Updated” date. Continued use of the Platform after any updated Terms take effect constitutes your acceptance of the revised Terms. If you do not agree to changes in the Terms, you should stop using the Platform and may request to delete your account.

Savings Clause – Non-Waivable Rights. *Nothing in these Terms limits any rights that cannot be waived under applicable law (including Israeli consumer-protection and privacy statutes). If a provision conflicts with such non-waivable rights, it will be interpreted or modified to the minimum extent necessary to comply with law.*

2. Definitions

Service Seeker (Customer): A User who uses the Platform to find, request, or obtain services from service professionals.

Service Provider (Professional): A User who offers and provides services to Service Seekers through the Platform.

Services: The professional services that Service Providers offer and perform for Service Seekers by arrangement through the Platform (e.g., plumbing services, gardening services, etc.). The actual agreement for any Service is between the Service Seeker and the Service Provider.

Platform: The Perfix mobile application and any related websites, tools, and services provided by Perfix that enable Service Seekers and Service Providers to connect and transact.

Content: Any text, images, video, reviews, information, or other material posted or transmitted on the Platform. This includes User-Generated Content (such as profiles, service listings, requests, messages, and reviews) and Platform content provided by Perfix.

Privacy Policy: The Perfix Privacy Policy, which describes how we collect, use, and protect personal data. The Privacy Policy is available on the Platform and is incorporated into these Terms by reference.

3. User Accounts and Eligibility

3.1 Minimum Age

You must be at least 18 years old and have the legal capacity to enter into contracts to use the Platform. The Platform is not intended for minors. We do not knowingly allow anyone under 18 to register or use the services. By registering an account, you represent that you are 18 or older. If we discover that an underage person is using the Platform without proper consent, we will terminate the account and delete any personal data associated with it, in accordance with our Privacy Policy and applicable law.

3.2 Residency

The Platform is intended for use within Israel. By registering, you confirm that you are an Israeli resident or are physically present in Israel and will use the Platform only for services to be provided in Israel. If you access or use the Platform from outside Israel, you do so on your own initiative and are responsible for complying with any local laws.

3.3 Account Registration and Verification

When signing up for an account, you agree to provide accurate, current, and complete information about yourself, including a valid Israeli mobile phone number for verification. Perfix will send a one-time passcode (OTP) via SMS or WhatsApp to verify your number, and you must enter the code to activate your account. You affirm that the phone number you provide is yours or that you have permission to use it. You consent to receive necessary verification texts or calls at that number (standard messaging rates may apply). We will not use your phone number to send you promotional messages without your consent (see Section 3.5 below).

Each person may create only one personal account. Impersonating someone else, providing false information, or creating multiple accounts for the same individual is prohibited and may result in suspension or termination of your accounts. You are responsible for maintaining the confidentiality and security of your login credentials, and you must notify us immediately at Support@perfixapp.com if you suspect any unauthorized access to your account. You may terminate (delete) your account at any time as described in Section 10 (Termination), and Perfix may suspend or terminate accounts as described in Section 10 as well.

3.4 Additional Requirements for Service Providers

If you sign up as a Service Provider (professional offering services), you agree to additional onboarding requirements aimed at verifying your identity and qualifications:

- **Verification Process:** You may be required to undergo a verification process. This can include providing proof of identity (such as a Teudat Zehut or other government-issued ID) and proof of qualifications, licenses, permits, insurance, or other credentials relevant to the services you offer. For example, if you claim to be a licensed electrician or plumber, we may request a copy of your professional license or certification. We may also ask for references or documentation of past work to build trust on the Platform.
- **Truthful Information:** You represent and warrant that all information and documents you provide to Perfix are genuine, accurate, and up-to-date. Any misrepresentation of your identity, credentials, or legal eligibility to provide services is grounds for immediate suspension or termination of your account.
- **Ongoing Compliance:** You authorize Perfix to conduct lawful background checks or verification of the information you provide (either directly or through third-party services), such as validating your ID with relevant government databases or confirming the status of your professional license. We will handle any personal data collected in this process in accordance with our Privacy Policy and the Israeli Protection of Privacy Law, 1981. Even if Perfix verifies certain documents or information, you remain solely responsible for complying with all laws applicable to your profession (for example, keeping your license valid, maintaining required insurance, and fulfilling tax obligations). Perfix's verification is informational only and not an endorsement or guarantee of your qualifications.

3.5 User Communications and Consent

By registering on the Platform, you consent to receive communications from Perfix that are necessary for the operation of the service. This includes communications such as verification codes (OTP) for login, transactional notifications (e.g. booking confirmations, updates on service requests), and important account or security alerts. These communications may be sent via the app, email, SMS, WhatsApp, or phone call, as appropriate. We will **not** send you promotional or marketing emails/SMS unless you specifically opt-in. During account signup, you may be asked if you wish to receive marketing updates (for example, newsletters or special offers). We will send you marketing communications only if you give explicit consent, and you can opt out of marketing messages at any time by using the unsubscribe mechanism or contacting us. Opting out of marketing will not affect your receipt of essential service-related communications (which are not considered marketing), such as password reset emails, security notifications, or messages about an ongoing transaction.

3.6 Additional User Commitments

By creating an account, you further represent and warrant that: (i) you have not been previously banned, removed, or otherwise prohibited from using the Platform or any similar service (unless you have our express permission to re-register); and (ii) your use of the Platform will be in compliance with all applicable laws and regulations. If you are registering on behalf of a legal entity (for example, you own a company or are creating an account for a business), you represent that you have the authority to bind that entity to these Terms, and “you” will refer to both you as an individual and the entity. (Any business or organization using the Platform must still have an individual 18 or older designated to manage the account.)

4. Scope of Service and Relationship of Parties

Platform Role: Perfix provides a digital Platform (mobile app and related services) that enables Users to connect for the purpose of obtaining and providing services. Service Seekers can post service requests or search for providers in various categories (e.g., plumbing services, gardening services, etc.), and Service Providers can offer their services and respond to requests. The Platform may include features such as location services (for example, showing nearby providers via Google Maps) and in-app communication tools (chat or integration with WhatsApp) to facilitate introductions and arrangements between Users.

WhatsApp Communication Between Users:

When a Service Provider submits a quote on a Seeker’s request, Perfix will display a WhatsApp icon next to that quote. By tapping this icon, the Service Seeker authorizes the Platform to open WhatsApp and initiate a chat with the Provider. The first WhatsApp message may include a brief reference to the specific service request (if available); otherwise the Seeker can send a message manually. **By initiating this WhatsApp chat, the Seeker gives informed consent to share any necessary details of that request** (for example, their name, phone number, and request reference) with the selected Provider **solely for purposes of arranging the requested service.**

After the Seeker sends the first WhatsApp message, the Provider may respond via WhatsApp. **Otherwise, the Provider may not initiate WhatsApp communication** until one of the following occurs: (a) the Seeker has sent a message first after tapping the icon, or (b) the Seeker has formally accepted that Provider's quote in the app (at which point a WhatsApp icon also appears for the Provider). All WhatsApp messaging between Users must comply with WhatsApp's applicable rules, including any Business Policy that applies to commercial messaging (for example, respecting the user opt-in, reply time window, and template requirements). Perfix does not monitor or record the content of WhatsApp conversations between Users (these communications occur off-platform under WhatsApp's own terms). The Platform is not responsible for any such messages or for enforcing the conversation itself; each User is responsible for adhering to applicable laws and WhatsApp policies. End users may always opt out by discontinuing WhatsApp communication (for example, by not replying or blocking the contact in WhatsApp).

Geolocation and Third-Party Tools: The Platform may use geolocation services and other third-party APIs to enhance user experience (for example, showing your location or the location of Providers on a map). **Google Maps** (and related Google services) may be used to provide map data, address autocomplete, or navigation directions. By using the Platform, you acknowledge and agree that **Google Maps/Earth mapping services may be utilized**, and you **agree to comply with** the Google Maps/Google Earth Additional Terms of Service and Google's Privacy Policy when such services are used. Similarly, if the Platform facilitates communication via third-party applications such as **WhatsApp** (through an integration or link), you understand that WhatsApp is governed by its own terms and privacy policy, and you agree to use it lawfully and abide by those terms when communicating with another User. Perfix provides these integrations for your convenience but does not control those services; **we are not responsible for any outages or issues on the part of Google, WhatsApp, or other third-party tools.**

Independent Contractors: All Service Providers available through Perfix are independent third parties; they are not employees, agents, or representatives of Perfix. Perfix itself is not in the business of providing the underlying home or professional services. Our role is solely to facilitate the connection between Service Seekers and Service Providers. When a Service Seeker hires a Service Provider through the Platform, **any contract or agreement for the services is solely between the Service Seeker and the Service Provider.** Perfix is not a party to that contract.

You acknowledge that using the Platform does not create any partnership, joint venture, employer-employee, or franchise relationship between you and Perfix. Service Providers set their own prices (unless otherwise indicated for a particular promotion), choose which requests to accept, determine how to perform their work, and provide their own tools and equipment. Perfix does not direct or control how a Service Provider performs a job and does not guarantee the outcome of any service. Likewise, Service Seekers are responsible for deciding which Service Provider to hire and for negotiating the terms of the service with that Provider.

No Guarantee of Service Quality or Payment: Perfix does not guarantee that a Service Provider will perform the service to a Service Seeker's satisfaction, nor do we guarantee that

a Service Seeker will pay the agreed fee to the Service Provider. Any commitments regarding the quality, timing, or outcome of the work are made solely between the Service Provider and the Service Seeker. **Perfix is not responsible for the actions or omissions of Users**, and any risk of services not being performed properly, or payments not being made, lies with the parties to the service agreement (the Service Seeker and Service Provider). All arrangements you make with another User are done at your own risk.

Service Availability: We strive to maintain a wide network of Service Providers, but we make no promise that suitable providers will always be available for every request or at any particular time. Availability of services can depend on factors like your location, the type of service, and provider schedules. Using Perfix does not guarantee that you will successfully find a provider or a client for every need.

Rankings and Suggestions: The Platform may use algorithms or criteria (such as proximity, ratings, or the details of your request) to suggest or rank Service Providers for you. Any such suggestions are provided for your convenience and are **not an endorsement** by Perfix. We may also highlight certain Providers (for example, top-rated professionals), but this is not a warranty of their service. You should independently evaluate and choose a User to work with. We strongly encourage Service Seekers to exercise due diligence when selecting a Service Provider (for example, by reading reviews, checking a Provider's qualifications or asking for references, and clearly agreeing on the scope and price of work before proceeding). Likewise, Service Providers should evaluate Service Seekers and only accept requests they are comfortable with.

Geographic Scope: The Platform is offered for use in Israel. We do not represent that the Platform or any of its content is appropriate or available for use outside of Israel. Users accessing the Platform from outside of Israel are responsible for compliance with any local laws. Perfix may restrict or block access to the Platform from any location outside Israel at our discretion.

No Endorsement: Perfix does not endorse or verify any User beyond the verification steps we may take as described in Section 3.4. Any identity or credential checks we perform are for informational purposes. A Service Provider's presence on Perfix or any particular User's star rating or reviews do not constitute an endorsement by Perfix. Similarly, allowing a Service Seeker to post a request on Perfix does not mean we endorse that individual or guarantee their ability to pay or their trustworthiness. All Users are independent parties. You agree that you are solely responsible for evaluating other Users and that you bear all risk in your interactions and transactions through the Platform.

5. Acceptable Use of the Platform

We expect all Users to use Perfix in a responsible, lawful, and respectful manner. By using the Platform, you agree to the following rules and commit **not** to misuse the Platform:

- **Personal and Lawful Use Only:** Use the Platform only for its intended purpose of connecting Service Seekers with Service Providers for legitimate services. You must not use the Platform for any unlawful, fraudulent, or unauthorized purposes. This means you will not use Perfix to engage in or promote any illegal activity, to request or offer any service that is illegal or that infringes third-party rights, or to violate any applicable laws. The Platform is provided for your personal use (or internal business use, in the case of an entity) in connection with genuine service needs or offerings. You agree not to exploit the Platform for any commercial purpose not intended by Perfix. For example, you will not resell access to the Platform, use the Platform to gather data on users for outside marketing, or advertise unrelated products or services on the Platform.
- **No Data Mining or Scraping:** You must not use automated tools to access or collect data from the Platform without our prior written permission. This includes using bots, spiders, crawlers, scrapers, or any other automated means to retrieve, index, “scrape,” or data-mine content or information from the Platform. You agree not to copy or harvest information about other Users (such as profiles, listings, phone numbers, or email addresses) for any purpose outside of using the Platform as intended. Attempts to systematically extract data from the Platform, such as using scripts or software, are prohibited. We reserve the right to detect and block any automated activities to protect the Platform.
- **No Interference or Hacking:** You will not interfere with the normal operation and security of the Platform. This includes refraining from any attempts to hack, disable, disrupt, or impair the Platform or the servers and networks that host it. Specifically, you agree not to attempt to gain unauthorized access to any part of the Platform or its related systems, not to probe or scan the Platform for vulnerabilities, and not to inject any malicious code (such as viruses, worms, or Trojan horses). You will not perform any actions that could overwhelm or interfere with the Platform’s infrastructure (e.g., no denial-of-service attacks). You also agree not to reverse engineer, decompile, or disassemble any software or databases within the Platform, **except** to the limited extent expressly permitted by law. (If applicable law allows you to do such activities for interoperability or security testing, you must first notify us of your intended activities.)
- **Honest and Accurate Use:** You agree not to impersonate any person or entity or misrepresent your identity, qualifications, or affiliations while using the Platform. This means you shall not pretend to be another User, a Perfix employee, or anyone else you are not. Service Providers must accurately represent their skills, experience, and qualifications in their profiles, and Service Seekers must truthfully describe the service they need. Do not create accounts under a fake or stolen identity, and do not submit false or misleading information anywhere on the Platform (such as bogus

service requests or fake reviews). Initiating service requests under false pretenses (for example, requesting a service with no intention of actually using it) is prohibited.

- **Respectful Communication:** When interacting with other Users—whether through the Platform’s in-app chat (if available), WhatsApp or other messaging apps, phone calls, or in person, you must be respectful and civil. Harassment, hate speech, discrimination, threats, stalking, or abuse of any kind are strictly forbidden. You agree not to use profanity or slurs toward others, and not to post or communicate any content that is obscene, sexually explicit, or offensive in nature. Service Seekers and Service Providers should treat each other professionally and with courtesy. Any conduct that is extremely inappropriate, violent, or unlawful (such as physical assault, sexual harassment, theft, or property damage) will result in immediate termination of your account and may be reported to the authorities.
- **No Spam or Unauthorized Marketing:** You must not use information obtained through the Platform (such as other Users’ contact details) for any purpose outside of arranging and performing services via Perfix. Using user contact information to send unsolicited marketing or spam is prohibited. For example, as a Service Provider, you may not harvest the email addresses or phone numbers of Service Seekers you encounter on Perfix to send them newsletters or promotions unrelated to their specific service request. As a Service Seeker, you should not solicit providers for services outside the Platform in a manner designed to circumvent these Terms. Additionally, do not post repetitive or irrelevant content, and do not send bulk or form messages to multiple users for a purpose unrelated to legitimate service engagements.
- **No Circumvention of the Platform:** We ask that Users do not intentionally circumvent the Platform for transactions initiated on Perfix. Since Perfix may introduce features (including paid features) to facilitate transactions, it’s important for our business that Users complete interactions through the Platform. You agree that, if you first meet or connect with a party via Perfix, you will not deliberately arrange to complete the service entirely outside the Platform for the purpose of avoiding any Platform fees or rules. (We understand that after a successful service, a Service Seeker and Service Provider might continue a professional relationship off the app—that is okay. We are concerned with deliberate abuse, such as using Perfix only to find clients or providers and immediately moving them off-platform to avoid future use of Perfix.) Any attempt to systematically bypass the Platform’s processes in bad faith may result in account termination. *(Note: Currently, Perfix does not charge any commission or fees for matches – see Section 7 – but this rule is in place to protect the integrity of the marketplace if fees are introduced.)*
- **Appropriate Content:** You agree that any content you post or submit on the Platform (including your profile, service listings, messages, and reviews) will comply with the content standards set out in Section 6 below. In short, you must not post anything that is illegal, offensive, defamatory, or infringes someone else’s rights. This is part of the

acceptable use policy – all user-generated content must remain lawful and appropriate.

- **Compliance with Laws:** You are responsible for complying with all laws and regulations applicable to your use of the Platform and any services you provide or receive. This includes, for example, privacy laws, intellectual property laws, and any licensing or regulatory requirements for certain services. Service Providers must ensure they have any required licenses or permits for the services they offer, and Service Seekers should not request services that would cause a Provider to break the law (for example, asking an unlicensed person to perform work that legally requires a license). If you are unsure whether something is legal, you should err on the side of caution or seek legal advice. You agree not to use the Platform to engage in any transaction that would violate the law.
- **No Infringement of Intellectual Property:** Do not use the Platform to upload or share content that infringes anyone's intellectual property or proprietary rights. For example, you will not post images, text, or other material that you do not have the right to use. If you share a photo or a document, make sure you took it or own it, or have permission from the owner to post it.
- **Account Integrity:** You must not attempt to access or use another User's account, or assist others in doing so. You should never ask another User for their login credentials, and if you accidentally receive information about someone else's account, you must keep it confidential and notify Perfix immediately, then delete it and make no further use of it.

Enforcement: Perfix reserves the right to monitor activity on the Platform (to the extent permitted by law) and to enforce these Acceptable Use rules. We may, at our sole discretion and without prior notice, remove or edit any content that violates these rules, and suspend or terminate any account that engages in prohibited conduct (see Section 10 on Termination). We may also take appropriate legal action and cooperate with law enforcement authorities in prosecuting Users who violate the law or these Terms (for example, in cases of fraud, harassment, hacking, or other illegal behavior).

Indemnification: To the fullest extent permitted by law, you agree to indemnify and hold harmless Perfix and its affiliates, and each of their officers, directors, employees, and agents, from and against any and all third-party claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) that arise out of or relate to your use of the Platform or your breach of these Terms or of any law or regulation. This indemnity applies only to the extent that the claim is attributable to your own actions or omissions. In other words, if someone else (including another User) brings a claim against Perfix due to something you did – for example, your misuse of the Platform, your violation of a third party's rights, or an incident that occurred during a service you provided or received – then you will be responsible for the costs and damages Perfix incurs because of that claim, **except** to the extent those costs were caused by Perfix's own negligence or breach of these Terms. We will notify you of any such claim and, where legally permissible, give you an opportunity to assist

in the defense or resolution of the claim. You agree not to settle any claim that involves Perfix's responsibilities or admission of liability without our prior written consent.

5.A USER RESPONSIBILITIES

Responsibilities of Service Seekers

- **Accurate Information:** Provide true, current, and complete details in every service request, including any photos or videos.
- **Lawful Requests:** Request only lawful services and comply with all applicable regulations (e.g., safety permits, licensing).
- **Timely Communication & Access:** Respond promptly to Provider messages, give correct service-location details, and grant reasonable access so the job can be performed.
- **Payment to Provider:** Unless and until Perfix introduces an in-app payment feature, you must pay the Provider directly under the terms you both agree.
- **Respectful Conduct:** Treat Providers professionally; harassment, discrimination, or abusive behaviour is prohibited.
- **Limited Use of Provider Data:** Any personal data you receive about a Provider (name, phone, address) may be used **only** for arranging and completing that specific job; you must not store, copy, or reuse it for marketing or any other purpose.
- **Compliance With Platform Rules:** Follow all Acceptable-Use provisions and every other policy referenced in these Terms.

Responsibilities of Service Providers

- **Independent Business Status:** You are an independent contractor, **not** an employee, agent, or partner of Perfix; you alone set your pricing, schedule, and work methods.
- **Licensing & Qualifications:** Maintain all licences, permits, certifications, and insurance legally required for the services you offer, and supply evidence upon request.
- **Service Quality & Warranty:** You are solely responsible for the quality, safety, and workmanship of your services, for honouring any express or implied warranties, and for remedying defects, damage, or loss you cause.
- **Receipts & Consumer Rights:** Issue legally required tax receipts or invoices and respect all statutory consumer-protection and cancellation rights.
- **Taxes & Insurance:** Handle all tax obligations and maintain appropriate professional and liability insurance for your business and personnel.

- **Use of Customer Data:** You may use a Service Seeker's personal data (name, phone, address) **only** to perform that specific job and must not retain it longer than necessary, add the Seeker to marketing lists, or share the data with third parties without explicit consent. All personal-data handling must comply with Israeli privacy law, the Perfix Privacy Policy, and any other applicable data-protection rules.
- **Indemnification of Perfix:** You agree to indemnify and/or hold Perfix harmless from any claim, demand, damage, or expense arising from your breach of obligations under this section, negligence, violation of law, or from any service you provided and/or relationship you established with a Service Seeker—except in cases of direct negligence by Perfix itself.
- **Future Platform Fees:** If Perfix later introduces commissions, subscriptions, or other fees, you agree to pay them in accordance with the pricing, billing cycle, and refund terms that will be clearly disclosed in advance.
- **No Circumvention:** Do not solicit Service Seekers to transact wholly outside the Platform for the purpose of avoiding current or future Perfix fees or policies.
- **Compliance With Platform Rules:** Adhere to all Acceptable-Use provisions and every other policy referenced in these Terms.

Nothing in these guidelines shall be construed as imposing any liability on Perfix, nor shall it derogate from the full responsibility borne by Service Providers and Service Seekers under these Terms of Use.

6. Content and Intellectual Property Rights

This section addresses the ownership and permitted use of content on the Platform, as well as your responsibilities regarding the content you contribute.

6.1 Perfix Platform Content

All content and materials provided through the Platform (excluding User-Generated Content, defined below) are the property of Perfix or its licensors and are protected by intellectual property laws. This includes the software and source code underlying the Platform, the design, layout, and “look and feel” of the app and website, all trademarks and logos (such as the Perfix name and logo), graphics and images provided by us, the compilation of data (such as the database of service providers and service requests), and any text or content on the Platform created by Perfix.

Rights Reserved: Perfix retains all rights, title, and interest in and to the Platform and all Perfix-provided content. Nothing in these Terms transfers any of Perfix's intellectual property rights to you. We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Platform and Perfix's content **for the sole purpose of using the Platform in accordance with these Terms**. For Service Seekers, this license allows you to use the Platform to search for and engage Service Providers; for Service Providers, it allows you to use the Platform to offer your services. You may not use any portion of the Platform's content for any commercial purpose other than for transactions or interactions on the Platform itself.

Restrictions on Use of Platform Content: Except as expressly permitted in writing by Perfix, you agree **not** to do any of the following with our Platform or content:

- Copy, reproduce, modify, distribute, or publicly display any portion of the Platform or its content, or create derivative works based on them. *Example:* You may not scrape or copy our list of Service Providers to create your own database, and you may not take text or images from our app to use on another website or publication.
- Reverse engineer, decompile, or otherwise attempt to extract the source code or underlying data of any software or database within the Platform (except as allowed by law and as noted in Section 5 above). This means you will not try to discover the Platform's source code or trade secrets through disassembly or other techniques, except to the limited extent that such actions are expressly permitted by applicable law.
- Use any of Perfix's trademarks, logos, or branding without our prior written consent. You cannot use the Perfix name, logo, or any derivative marks in a way that would confuse others into thinking there is an affiliation or endorsement by Perfix when there isn't. You also may not remove or alter any copyright, trademark, or other proprietary notices that appear on the Platform or in our content.
- "Frame" or "mirror" any part of the Platform on any other website or service, or otherwise incorporate any portion of the Platform into another product or website without authorization.

Any unauthorized use of Perfix's intellectual property or the Platform's content is a breach of these Terms and may result in the termination of the license granted to you. Perfix reserves all rights not explicitly granted to you in these Terms.

6.2 User-Generated Content

The Platform allows Users to create, upload, and share content as part of using the service. "User-Generated Content" (or "User Content") refers to any content that Users (including you) submit or post on the Platform. This includes, for example:

- **Profiles and Listings:** Information Service Providers add to their profiles (such as descriptions of their services, rates, photos of past work, business logos, qualifications) and information Service Seekers include in service requests.
- **Reviews and Ratings:** Feedback that Service Seekers post about Service Providers (and potentially vice versa, if such features exist) including star ratings and written comments.
- **Messages and Communications:** Any text, images, or other material exchanged via the Platform's messaging features or posted in any forums/Q&A sections (if available).

By posting User Content on the Platform, you retain any ownership rights you have in that content. **We do not claim ownership over your original content.** However, in order for us to operate and promote the Platform, you grant Perfix certain usage rights to the content you post, as detailed below.

License Grant to Perfix: When you post, upload, or otherwise submit User Content on the Platform, you give Perfix a worldwide, royalty-free, fully-paid, non-exclusive, perpetual, irrevocable license to use, reproduce, adapt, modify, translate, publish, publicly display, distribute, and create derivative works from your content, and to sublicense these rights to others working with us, **solely for the purposes of operating, improving, and promoting the Platform and our services.** This license allows us, for example, to display your content on the Platform to other users (such as showing your review on a provider's profile, or showing your profile info to potential customers), to include your content in promotional materials (for instance, quoting a great user testimonial on our website or social media), to make backup copies of content on our servers, and to translate or convert your content as needed (for instance, showing a Hebrew review to an English user by translating it, or converting an image file to a different format).

You agree that this license includes the right for Perfix to make your content available to trusted third parties with whom we partner to carry out the above purposes. For example, if Perfix partners with another website or media to highlight top-rated professionals, we may allow your reviews or profile to be displayed on that partner's site. Or we might use cloud service providers that store data (which could include your content) on our behalf as part of operating the service.

Importantly, this license **does not** give Perfix ownership of your content and is not meant to violate your privacy rights. It is intended to allow us to operate the Platform. If we use any of your content outside the Platform (such as in marketing), we will typically limit identifying information (for example, using only your first name or an anonymized user name) unless we have obtained additional permission from you.

Your Responsibilities for Your Content: You are solely responsible for the User Content you post. This means you must ensure that your content is lawful and that you have the right to share it. By posting any content, you represent and warrant that:

- You either own the content (for example, you took the photograph, or you wrote the review) or you have obtained all necessary rights and permissions from the owner to post it on the Platform and to grant Perfix the license described above. (If, for instance, you upload a photo taken by someone else, you should have that person's permission to use it.)
- Your content does not infringe or violate the intellectual property, privacy, publicity, or other rights of any third party. **Do not** upload content that you do not have permission to use. For example, do not copy text from someone else's website or

include another company's logo or copyrighted material in your profile unless you have rights to it.

- Your content is truthful (to the best of your knowledge) and is not posted with the intent to mislead or harm. If you post a review, it should reflect your honest experience. You agree not to fabricate experiences or impersonate another person in your content.
- Your content is respectful and legal, and it complies with the content standards of these Terms. Specifically, you agree that your content will **not**:
 - Contain any harassing, defamatory, or libelous language, and will not invade someone's privacy. Avoid making allegations about a person that could harm their reputation unless they are accurate and relevant. Under Israeli law (such as the Defamation (Prohibition) Law, 1965), publishing false statements that harm someone's good name could make you liable.
 - Include hate speech or discriminatory language. Content that attacks or mocks a person or group based on attributes such as race, ethnicity, nationality, religion, gender, sexual orientation, or disability is strictly forbidden.
 - Contain pornography or sexually explicit material, or any obscene content that is inappropriate for a general audience.
 - Depict or encourage illegal activity, violence, or cruelty.
 - Reveal any personal data about another person without their consent. This means you should not post someone else's phone number, address, identity number, financial information, or similar private details.
 - Serve as advertisements or spam unrelated to the Platform's purpose. (For instance, do not include a link to your unrelated business in a review, or post promotional content for products not offered through Perfix.)
 - Misrepresent your identity or affiliation. Do not post content under a false name or pretend to be someone you are not.
 - Contain any malicious code or viruses.

Perfix reserves the right (but does not undertake any obligation) to review, monitor, and assess content uploaded by users. This does not diminish the sole responsibility of Service Providers and Service Seekers, nor does it relieve them of any liability under these Terms. We may, at our discretion, remove or edit any content that we believe violates the Terms, the law, or is otherwise inappropriate. However, the mere presence of content on the Platform does not constitute our endorsement of it or a guarantee that it complies with the Terms. You may encounter content you believe to be inaccurate, inappropriate, or offensive. Such content may be reported to us at Support@perfixapp.com with details of the issue. We will investigate reports and, where appropriate, remove the content or take other action. In cases involving

intellectual property violations, we may request additional information (such as proof of your rights) and follow applicable legal procedures.

Reliance on User Content: User-Generated Content (like reviews or comments) reflects the opinions of the users who post it, not the opinion of Perfix. We do not guarantee that any user-posted information is accurate or reliable. Other users' experiences may not be the same as your potential experience. You should use common sense and your own judgment when evaluating User Content. If you choose to rely on information or materials posted by another user, you do so at your own risk.

Database and Data Compilation: The collection of user information and content on the Platform (for example, the database of Service Provider profiles and reviews) is a protected asset of Perfix. You agree not to extract or reutilize substantial parts of the Platform's database without our express permission. This reiterates that scraping or mass copying data from the Platform (as mentioned in Section 5) is prohibited.

Feedback: If you provide Perfix with any suggestions, ideas, or feedback about the Platform ("Feedback"), for example ideas to improve features or new service suggestions, you agree that Perfix is free to use and implement that feedback without any obligation to you. You will not be entitled to any compensation for any improvements or innovations that result from your feedback, and we are not required to keep any feedback confidential. This means if you volunteer ideas, we may use them to improve Perfix, and you won't have claims to intellectual property or payment for those ideas.

6.3 Third-Party Intellectual Property

As noted, Perfix integrates certain **third-party services and content** (such as maps from Google, communication via WhatsApp, etc.). All trademarks, logos, and content belonging to third parties (for example, the Google Maps logo, WhatsApp logo, or any third-party business names mentioned by Service Providers) remain the **property of their respective owners**. Your use of these features is subject to those third-party terms:

- For instance, **Google's terms:** By using any mapping features on Perfix, you are also agreeing to Google's Terms of Service and the Google Maps/Google Earth Additional Terms of Service.
- **WhatsApp:** If our Platform opens a chat with a provider via WhatsApp, note that WhatsApp is governed by WhatsApp's own Terms of Service and Privacy Policy. You must use WhatsApp in compliance with its rules (e.g., no spam, no illegal content in messages).
- **Twilio:** These services work behind the scenes (for login, data storage, and messaging). While you may not interact with them directly, we mention them to be transparent. Twilio may process some of your data (like phone number or authentication tokens) to provide their functionality. They have their own security measures and compliance obligations. By using Perfix, you consent to allow such

third-party processors to handle your data as needed to provide the service. (See our Privacy Policy for more on data handling.)

Perfix's inclusion of any third-party content or integration of third-party services **does not imply endorsement or responsibility** on our part for those third parties. We **do not guarantee** the availability or accuracy of information coming from third parties (for example, if a map is incorrect or if WhatsApp has downtime).

If the Platform contains any links to external websites or resources (perhaps a Service Provider's own website, or an article link), those are provided **for your convenience** only. Perfix is **not responsible or liable** for content on third-party sites and you access them at your own risk.

7. Payments and Financial Terms

(Note: At the time of this version, the Platform itself does not process payments between Service Seekers and Service Providers. The following terms explain the current situation and anticipate potential future payment features.)

No Platform Fee for Service Seekers (Currently): Currently, Perfix does not charge Service Seekers any fee to use the Platform. It is free for customers to create an account, post service requests, and connect with Service Providers. If you are a Service Seeker, you will pay the Service Provider directly for any services you receive, and you owe Perfix no fee for facilitating the introduction.

Off-Platform Payments Between Users: Perfix does not presently handle or process payments between Service Seekers and Service Providers. There is no built-in payment gateway or escrow service in the app at this time. The payment terms (amount, method, timing) for a job are determined solely by the agreement between the Service Seeker and the Service Provider. For example, a Service Seeker might pay a Service Provider in cash after the service, via bank transfer, or any method the two parties agree upon. Because Perfix is not involved in these payment transactions, **any payment disputes or issues are strictly between the Service Seeker and Service Provider**. It is the Service Provider's responsibility to communicate their pricing and any applicable taxes clearly, and it is the Service Seeker's responsibility to pay the agreed price. We strongly recommend that both parties confirm the price and payment details before work begins, to avoid any misunderstandings.

No Commissions or Provider Fees (Currently): At present, Perfix does not take any commission or cut from payments made between Service Seekers and Service Providers. Likewise, we do not charge Service Providers a fee for jobs obtained through Perfix. Service Providers receive the full payment from Service Seekers (Perfix does not intermediate the funds), and Service Seekers pay only the Provider's charges. In the future, we may introduce fees (as described below), but any such change will be communicated in advance.

Future Introduction of Fees: Perfix reserves the right to introduce fees for use of the Platform or certain features in the future. Examples of fees we might introduce include (but are not limited to):

- A **service fee** or **booking fee** charged to Service Seekers for each transaction.
- A **subscription fee** or **commission** charged to Service Providers for leads or jobs obtained through Perfix.
- Optional **premium features** for a fee (for example, a paid promotional listing to appear higher in search results, or a premium membership with additional tools or analytics).

If we implement any new fees or payment features, we will provide clear notice to Users in advance (for example, via an update to these Terms and an in-app notification or email). Any new fees will apply only going forward from their effective date; they will not be applied retroactively to past usage. You will have the choice to accept and pay any new fee or to stop using the Platform features that incur the fee. For instance, if we introduce a subscription for Service Providers, a provider can decide whether to subscribe or to continue on a free tier if available. If you do not agree with a newly introduced fee, you can discontinue using the aspect of the Platform that carries the fee.

Potential In-App Payment Processing: If Perfix introduces an in-app payment system in the future (for example, to allow Service Seekers to pay Service Providers via the app by credit card or other electronic means), it will likely involve a third-party payment processor (such as a payment gateway or mobile wallet integration). Users may be required to agree to the payment processor's own terms of service and privacy policy when using such features. Additional terms dealing with payments—such as refund policies, cancellation rights, and dispute resolution for payment issues—will be provided at that time and will be incorporated into these Terms. In particular, **if Perfix introduces paid services in the future, we will comply with the Israeli Consumer Protection (Cancellation) Regulations, 2010 (remote-sales cooling-off rights) and all other applicable Israeli laws.** This means, for example, that consumers will be informed of any right to cancel a transaction within the statutory cooling-off period when purchasing a service or feature through the app, as required by law.

If Perfix at some point acts as a limited payment collection agent on behalf of Service Providers (for example, if we facilitate collecting a customer's payment and then pass it to the Service Provider, possibly subtracting any commission), we would still not be a party to the service contract between User and Provider. Our role in that scenario would be to streamline payments, not to guarantee them.

No Handling of Client Funds (as of now): Currently, Perfix does not hold or control any money on behalf of Users. We do not collect payments from Service Seekers for services, nor do we disperse payments to Service Providers. Therefore, Perfix does not issue invoices or receipts to Service Seekers for services rendered (that's the Service Provider's responsibility). Under Israeli law, the Service Provider (the service performer) is typically responsible for issuing any required receipt or tax invoice to the Service Seeker for the payment received.

Service Providers must comply with all applicable tax laws, including issuing receipts and paying taxes on their income. Service Seekers are encouraged to request a receipt or invoice from the Service Provider if needed (for instance, for warranty, record-keeping, or reimbursement purposes). Perfix is **not liable** if a Service Provider fails to provide a receipt or fails to report their income or pay taxes as required by law.

Service Provider Pricing and Taxes: Service Providers are free to set their own prices for the services they offer (unless a specific fixed rate or promotion is clearly communicated via the Platform). As a Service Seeker, you are responsible for reviewing and agreeing to the price before you engage a Service Provider. Service Providers should be transparent about their pricing. If any additional charges might apply (for example, the cost of parts or materials, or a fee for travel to a distant location), the Service Provider should inform the Service Seeker upfront. “Bait-and-switch” pricing (advertising one price but charging another without a valid reason) is prohibited. All prices, unless otherwise stated, should be quoted in Israeli Shekels (NIS).

Each Service Provider is responsible for their own taxes related to the income earned via Perfix. This includes income tax and, if applicable, VAT (Value Added Tax). Perfix does not withhold taxes from payments to Providers and does not provide tax filings or declarations on behalf of Providers. If a Service Provider is a registered business for VAT purposes, they are responsible for including VAT in their prices when required and issuing proper tax invoices to Service Seekers. Service Seekers generally have no responsibility for a Provider’s taxes beyond paying the price agreed (which should include any tax if applicable). **If you have questions about tax obligations (either as a Seeker or Provider), you should consult a tax professional, as Perfix cannot provide tax advice.**

No Perfix Liability for User Payment Disputes: Because Perfix is not a party to the contracts between Users and does not handle the payments, Perfix will not be liable for any dispute arising out of payments or fees between a Service Seeker and Service Provider. For example, if a Service Seeker refuses to pay or a Service Provider overcharges, that dispute must be resolved between those parties. A Service Provider might have to pursue legal action against a non-paying customer, or a Service Seeker might have to pursue a refund directly from a Provider; Perfix is not responsible for mediating or resolving such financial disputes. That said, if a serious issue is reported to us (like a pattern of fraud by a User), we reserve the right to take appropriate action on our Platform (such as suspending or banning the offending User to prevent further abuse).

Recommendations for Safe Transactions: We encourage Users to follow best practices for payments to avoid conflicts:

- Agree clearly on the price and currency before work begins.
- Agree on when payment will be made (for example, pay upon completion, or a deposit upfront with the balance after completion).

- Agree on the payment method (cash, bank transfer, electronic payment, etc.) and ensure both parties are comfortable with it.
- For larger jobs or projects that span time, consider putting the agreement in writing (even if just in the chat, so there is a record of terms).
- Service Providers: If you require reimbursement for materials or charge a cancellation fee for last-minute cancellations, disclose those terms clearly in advance.
- Service Seekers: Understand that if you cancel a request after a Provider has invested time or resources, the Provider might expect compensation (since Perfix does not have a built-in cancellation fee policy at this time, this should be handled by direct agreement).

By using the Platform, you acknowledge that Perfix has **no liability** for payments (or non-payments) between Users and no obligation to step in or resolve such disputes. You may notify us if you encounter a serious payment issue or suspect fraud (for instance, a fake proof of payment or a bounced check), and we may, at our discretion, try to facilitate communication or take action against a User's account (such as suspension) if we determine our Platform is being abused. However, any actual monetary resolution must come from the parties themselves or through legal channels outside the Platform.

8. Disclaimers of Warranties and Limitation of Liability

The following disclaimers and limits apply to the maximum extent allowed under applicable law, and do not affect any rights you may have under Israeli law that cannot be waived.

8.1 Provision of the Platform “As Is” and “As Available”: You understand and agree that the Platform (including the app, website, and all content and services provided through them) is offered “AS IS” and “AS AVAILABLE,” without any representations or warranties of any kind. Perfix does not guarantee that the information displayed on the Platform is accurate, complete, or up to date, and makes no promise of any specific result or success from using the Platform or from services arranged through it.

8.2 No Warranty for User Services: Perfix makes no guarantees regarding the services provided by users or their conduct. Use of the Platform and engagement of services is entirely at the user's own risk. Perfix is not responsible for any injury, loss, or damage that occurs during the provision of a service or as a result of it.

8.3 No Insurance: Perfix does not function as an insurer. We do not provide life, health, travel, or property insurance to users. If a Service Provider wishes to have coverage for damages or injuries, they are responsible for obtaining appropriate insurance. Similarly, if a Service Seeker wants to insure their property or protect themselves against injury, they must arrange for their own insurance. Perfix does not act as an insurer and does not guarantee compensation for accidents, damages, or unforeseen incidents.

8.4 No Guarantee of Specific Results: We do not warrant or guarantee any specific results from using the Platform. For instance, Perfix does not guarantee that you will find a suitable Service Provider for your needs, nor do we guarantee that a Service Provider will obtain a certain number of leads or jobs. We also do not guarantee any particular outcome from a service performed by a Service Provider – if the service is unsatisfactory or causes damage, that is outside of Perfix’s control and is a matter between the Service Provider and Service Seeker (see below). **If a Service Provider fails to perform a job properly, arrives late or not at all, or causes any damage or injury, Perfix will not be responsible for compensating you or remedying the situation.** Similarly, if a Service Seeker fails to pay or otherwise breaches their agreement with a Provider, Perfix is not liable.

8.5 No Liability for User Disputes: Any disputes that arise between Users (Service Seekers and Service Providers) are solely between those parties. Perfix may, at our discretion, try to assist in facilitating a resolution or clarifying a misunderstanding if you contact us, but we have no obligation to get involved. We are not an arbitrator, judge, or insurer for disputes between users. If Service Seekers and Service Providers cannot resolve a dispute (for example, over the quality of work or payment), they may need to pursue legal remedies against each other—**not against Perfix**. By using this Platform, you agree that Perfix has no liability for disputes or claims arising between Users.

8.6 User’s Duty to Exercise Caution: While Perfix may provide certain information on the Platform (such as user profiles, verification status, or reviews), this information is provided to help you make decisions but is not a guarantee. You acknowledge that you must exercise due diligence and common sense in using the Platform:

- If you are a Service Seeker, you should independently verify any information about a Service Provider that is important to you. For example, if it is critical that the Provider is licensed, ask them directly to show a valid license. Do not rely solely on a user profile or any statements presented in the app, especially if the service involves sensitive or important matters.
- If you are a Service Provider, you should use judgment in accepting requests and perhaps vet a Service Seeker (for example, you might want to communicate via chat or phone to gauge the scope of the job or ensure the request is legitimate).

Perfix may verify certain documents or information from Service Providers (like IDs or licenses), but **we do not guarantee** that the documents are valid or up-to-date. A Service Provider’s circumstances can change (licenses expire, insurance lapses, etc.) without our

knowledge. Therefore, all Users should treat Platform information as helpful but not conclusive, and continue to use caution and ask questions when engaging with someone.

8.7 Ratings and Reviews: User reviews and ratings on the Platform are provided by other Users and are subjective opinions, not facts verified by Perfix. A Service Provider with high ratings from others is not guaranteed to meet your expectations, and a new Service Provider with no reviews is not guaranteed to perform poorly. Reviews might not always be fully reliable (though we do have rules and moderation to reduce fraud). You agree that you understand the limitations of the review system and will not hold Perfix liable for the content or accuracy of any review. If you have an issue with a review (for example, if you believe it's fake or defamatory), you can report it, and we will look into it, but the responsibility for the review's content lies with the user who posted it.

8.8 Third-Party Services and Connectivity: The Platform relies on various third-party services and infrastructure (for example, mapping services like Google Maps, communication APIs like WhatsApp or Twilio for SMS, cloud hosting services, etc.). Perfix is not responsible for failures or issues caused by these third-party services or general internet and telecommunication issues. For instance, if a verification SMS is delayed or not delivered due to a telecom carrier problem, or if a map displays incorrect location information, or if our third-party hosting service experiences downtime, Perfix shall not be liable for any consequences. Additionally, any content or materials downloaded or obtained through the Platform are accessed at your own discretion and risk; you are responsible for any damage to your device or loss of data that may result from downloading such material.

8.9 Disclaimer of Warranties: To summarize the above, Perfix disclaims any and all warranties and representations regarding the Platform and any services arranged through it, except to the extent such disclaimers are prohibited by law. We do not guarantee continuous, error-free, secure access to the Platform. We cannot promise that the Platform will be free from viruses or other harmful components (though we make efforts to secure our systems). We do not make any guarantees regarding the availability of Service Providers or service requests. All warranties not expressly stated in these Terms are disclaimed.

8.10 Limitation of Liability: To the fullest extent permitted by applicable law, Perfix (including our officers, directors, employees, shareholders, affiliates, agents, and subcontractors) will not be liable to you for certain types of losses or damages arising out of or in connection with your use of (or inability to use) the Platform or any service or transaction related to the Platform. These excluded categories include, but are not limited to:

- **Indirect or Consequential Damages:** We will not be liable for any special, incidental, indirect, punitive, or consequential damages. This means if you suffer losses that are not direct results of our actions, we are not responsible for those. Examples: loss of profits or income, loss of business opportunity, loss of goodwill or reputation, loss of data, or business interruption. If, for example, a Service Provider you found through Perfix damages your property causing you to close your business

for a week, Perfix is not liable for your lost revenues during that week. Or if the Platform is unavailable for a day and you miss out on a chance to book a job or hire someone, we are not liable for that lost opportunity.

8.11 Release of Claims: Because Perfix is not responsible for the conduct of users toward one another, you acknowledge and agree to release Perfix—including its employees, directors, agents, and affiliated group companies—from any and all liability, claims, demands, or causes of action of any kind arising out of or in any way related to a dispute, conflict, or interaction with another user on the Platform.

8.12 Force Majeure: Perfix shall not be liable for any delay or failure in performance of the Platform or services due to causes beyond our reasonable control. This includes events such as natural disasters, acts of God, war, terrorism, civil unrest, strikes or labor disputes, epidemic or pandemic outbreaks, power or internet outages, or other events that were not reasonably foreseeable and prevent us from providing the service. During such events, our obligations under these Terms will be suspended to the extent and for the duration that performance is made impracticable.

8.13 Summary of Risk Allocation: In summary, to the maximum extent allowed by law, you accept that Perfix's liability to you is very limited. You use the Platform at your own risk, and you accept that the responsibility for any loss, damage, or dissatisfaction that arises in connection with user-to-user dealings rests primarily with the Users involved, not with Perfix. The disclaimers and limitations of liability in these Terms form an essential basis of the bargain between you and Perfix (they are a significant part of why we can offer the Platform without charge to many users).

9. Dispute Resolution and Governing Law

This section sets out what law governs these Terms and how disputes with Perfix will be handled.

9.1 Governing Law

These Terms, and any dispute or claim arising out of or relating to these Terms or your use of the Platform, shall be governed by and construed in accordance with the laws of the State of Israel. We specifically exclude the application of any conflict-of-law principles that would result in the laws of another jurisdiction applying and exclude the U.N. Convention on Contracts for the International Sale of Goods (which is not applicable to the services provided by Perfix). In short, Israeli law governs this agreement as it is an Israeli service.

9.2 Jurisdiction

You and Perfix agree that any disputes or legal proceedings between us will be brought exclusively in the competent courts located in Tel Aviv–Jaffa, Israel (subject to any rights under Israeli law that might allow a consumer to choose a different venue under certain conditions). By agreeing to these Terms, you consent to the personal jurisdiction of the Tel

Aviv courts for any lawsuit relating to these Terms or the Platform. You waive any objection to the Tel Aviv courts being an inconvenient forum or improper venue. This means that if you need to sue Perfix, you will file your claim in a court in Tel Aviv, and Israeli law will apply; likewise, if Perfix has a claim against you, we will file in Tel Aviv. (For consumers residing in Israel: Israeli consumer protection law would in any case allow you to pursue claims in Israel; we are making clear the venue is Tel Aviv, which is a common and neutral forum since our company is based there.)

9.3 Informal Resolution

Before resorting to formal legal proceedings, we encourage you to contact us to attempt an informal resolution of any dispute. You can reach Perfix at Support@perfixapp.com with any concerns or disputes you have. We will attempt in good faith to respond and resolve the issue. Many concerns can be resolved quickly through communication and we value the opportunity to address your issues directly. This section does not prevent either you or us from seeking immediate relief from a court in the case of urgent matters (for example, an injunction to stop misuse of the Platform or a violation of legal rights). It simply expresses that we prefer to handle complaints amicably if possible before lawyers or courts become involved.

9.4 Optional Arbitration

At present, Perfix does **not** mandate arbitration of disputes. You have the right to bring any claim against us to the courts as outlined above. We are aware that under Israeli law, mandatory pre-dispute arbitration clauses in consumer agreements can be problematic, so we do not require it. However, if a dispute arises between you and Perfix, **and both parties voluntarily agree in writing** to submit the matter to arbitration, we can opt to resolve it through binding arbitration in Tel Aviv under the Israeli Arbitration Law. Such arbitration would be conducted by an agreed-upon arbitrator with relevant expertise (for example, in technology or commercial disputes), and Israeli law would govern. The arbitration could be conducted in Hebrew, or English if both sides agree. Unless the arbitrator decides otherwise, each side would bear its own attorney fees and share the arbitrator's fees equally. This arbitration option is entirely voluntary and would be arranged only if both you and Perfix specifically agree to it after a dispute arises.

9.5 Class Action Waiver

To the extent permitted by law, you and Perfix agree that **all disputes will be resolved on an individual basis only**. You waive any right to participate in a class action lawsuit or class-wide arbitration against Perfix. This means you may bring claims against Perfix only in your individual capacity and not as a representative or member of a class of people with similar claims. An arbitrator or court deciding your dispute can only decide your individual claims and cannot combine your case with others or issue a ruling that affects other people who are not directly involved.

9.6 Limitation on Time to Bring Claims

You agree that any claim or cause of action you have against Perfix arising out of or relating to these Terms or your use of the Platform must be filed within **one (1) year** after the claim or cause of action arose. If you fail to file a claim within this one-year period, that claim will be forever barred. For example, if an issue occurs on January 1, 2025 and you wish to pursue legal action, you must file your claim by January 1, 2026. This one-year limitation period is intended to ensure prompt resolution of any issues.

10. Account Suspension and Termination

10.1 User-Initiated Account Deletion

You have the right to stop using the Platform at any time. If you wish to delete or close your Perfix account, you may do so through any account deletion feature in the app (if available in your profile settings) or by contacting us at Support@perfixapp.com with a request for account deletion. For security reasons, we may ask you to verify your identity or account ownership before processing a deletion request (for example, by confirming from your registered email or phone). We will handle account deletion requests promptly. When your account is deleted, we will remove or anonymize your personal data in accordance with our Privacy Policy and applicable law, except for information that we are required to retain for legitimate business or legal purposes (for example, records necessary to comply with financial regulations, prevent fraud, or respond to lawful requests from authorities). Once your account is deleted, you will lose access to the Platform's features that require login, and your profile and any personal settings will no longer be retrievable.

If you simply stop using the Platform without formally deleting your account, note that we may classify your account as "inactive" after a prolonged period of no activity. Perfix reserves the right to archive or delete inactive accounts in order to manage our systems (we will attempt to notify you prior to deletion of an inactive account if such notice is required by law or our policies).

10.2 Perfix's Right to Suspend or Terminate Accounts

Grounds for Suspension/Termination: Perfix reserves the right to suspend (temporarily disable) or terminate (permanently close) your account, or restrict your access to certain features of the Platform, if we have a valid reason to do so. In general, we will exercise this right where we have reasonable grounds, such as:

- **Violations of Terms or Policies:** If you violate these Terms of Use or any other policies that are incorporated by reference (like our Acceptable Use rules or Content guidelines), we may suspend or terminate your use of the Platform. Serious or repeated violations (for example, engaging in fraud, harassment, or other illegal activities on the Platform) can result in immediate termination without prior notice.

- **Suspected Misconduct or Fraud:** If we suspect that you have engaged in behavior that could be fraudulent, abusive, or harmful to other Users or to Perfix (even if it's not a clear violation of specific Terms), we may suspend your account while we investigate. If our investigation confirms misconduct, we may terminate the account. For example, suspicion of credit card fraud, creating multiple fake accounts, or attempting to scam other users could lead to suspension pending inquiry.
- **Legal Requirement:** If we are required to suspend or terminate your account by law or pursuant to a court order or government directive (for instance, if a law enforcement agency informs us that an account is being used for illegal activities), we will comply and terminate or suspend the account as required.
- **Extended Inactivity:** As noted, a very prolonged period of account inactivity may result in us terminating the account (generally after trying to reach out to you, if required).
- **Platform Changes or Discontinuation:** In the unlikely event that we decide to discontinue the Platform or merge it into another service, we may need to terminate user accounts as part of that process (for example, if the service is shutting down).

Process and Notice: We understand account termination is serious. We will, in most cases, attempt to provide you with notice of the suspension or termination and the reason for it, via the email or phone number associated with your account. However, if we determine that immediate action is necessary (for example, due to safety, legal requirements, or to prevent further harm), we may suspend or terminate without prior notice. In such urgent cases, we may notify you after the fact.

Appeals: If you believe your account has been wrongfully suspended or terminated, you can contact us (at Ahmad@perfixapp.com) to appeal the decision. Please provide any relevant information or context that you think we should know. We will review appeals on a case-by-case basis. While we will consider your appeal in good faith, please note that we are not obligated to reinstate an account if we believe our original decision was justified. Users whose accounts are terminated for violations may be permanently banned from re-registering without explicit permission from Perfix. We reserve the right to employ technical measures to enforce bans (for instance, blocking your device or phone number from creating new accounts).

10.3 Effect of Termination

When your account is terminated (whether by your choice or by us), the following will occur:

- **Loss of Access:** You will immediately lose access to the Platform as a registered user. You will not be able to log in or use your account. Any content or data that was accessible through your account (like your profile information, saved messages, etc.) will no longer be available to you through the app or site.

- **Content and Data Retention:** Perfix may retain certain data or content associated with your account even after termination, as necessary for continuity of service to others or as required by law:
 - Content you contributed that is useful or relevant to other users or the Platform's functioning may remain. For example, if you posted a review about a Service Provider, that review might still be displayed to others in that Provider's profile after your account is gone. However, we will typically dissociate that content from your identity. Reviews from a deleted user might be labeled as from "Former User" or similar, or we might display only your first name without last name.
 - If you participated in a public forum or Q&A (if such features exist), your posts might remain visible as part of the conversation (potentially under an anonymized username).
 - Service requests, responses, or messages you sent through the Platform itself may remain in other users' inboxes. Such messages may appear as coming from a deleted or deactivated account. Note: This does not apply to messages sent via WhatsApp or other third-party systems that are not controlled by Perfix.
 - If the law requires us to delete certain content upon account deletion (for instance, personal data under privacy regulations), we will, of course, comply with the law.
 - We will **not** keep personal data longer than necessary. Personal information will be deleted or anonymized according to our Privacy Policy once your account is terminated, except for limited data we may need to keep for legal reasons (e.g., records of transactions for financial reporting, or logs required for security and fraud prevention).
- **Ongoing Transactions:** If your account is terminated while you have pending engagements (for example, you agreed to do a job as a Service Provider, or you have a scheduled service as a Seeker), Perfix may inform the other party that you are no longer available on the Platform. However, it is ultimately up to the other party to handle the interruption. If you are a Service Seeker and the Provider's account was terminated, you may need to find an alternative provider (Perfix might assist by suggesting others, but we are not obligated to do so). If you are a Service Provider and the Seeker's account was terminated, that job is effectively canceled. Perfix is not liable for any costs or losses incurred due to an account termination mid-transaction (for instance, time spent or materials purchased for a job that doesn't happen).
- **Fees and Refunds:** If at the time of termination you owe any fees to Perfix (for example, if paid features were introduced and you had an outstanding balance), you are required to pay those amounts. We reserve the right to charge any payment method you have on file for outstanding fees or invoices. On the flip side, if you had

paid for a subscription or feature that is terminated early not due to your breach (for example, Perfix discontinues the entire Platform or bans you without cause), Perfix may provide a pro-rata refund for any unused portion of what you paid, if applicable. Such refunds are at our discretion and might depend on the circumstances of termination.

- **Survival of Terms:** Termination of your account does not affect certain provisions of these Terms that by their nature are meant to survive. (See Section 12 “Survival” for a list of provisions that continue to be in effect even after termination.)

10.4 Platform Discontinuation

Perfix reserves the right to modify, suspend, or discontinue the Platform or any part of it at any time, for any reason. If we decide to shut down the Platform entirely or merge it into another service, we will endeavor to notify users in advance via app notification, email, or other appropriate means, unless circumstances (e.g., sudden regulatory prohibition or security incident) require an immediate shutdown. If the Platform is discontinued, all user accounts will effectively be terminated as part of the shutdown. We want users to understand that, as a startup/tech service, there is no absolute guarantee of perpetual operation. Business conditions may change (for example, a merger or lack of funding), and while we currently have no plans to shut down, such an event is possible.

If Perfix discontinues the service and you have any pre-paid services or subscriptions, we will handle those in line with the above fee/refund policy (for example, providing refunds for unused portions where appropriate).

10.5 Post-Termination Personal Data

For details on what happens to your personal data after account deletion or termination, please refer to our Privacy Policy. In general, after your account is closed, we will delete or anonymize the personal data we no longer need. However, we may retain certain information for legitimate purposes such as complying with legal obligations, maintaining business records, or preventing fraud. By using the Platform, you acknowledge that data you provided may continue to be processed in accordance with our Privacy Policy even after your account is terminated, to the extent necessary.

11. Miscellaneous Provisions

11.1 Entire Agreement

These Terms (including additional policies and documents incorporated by reference, such as the Privacy Policy and any guidelines or rules on the Platform) constitute the entire

agreement between you and Perfix regarding the Platform. They supersede any prior agreements, understandings, or communications (whether oral or written) about the use of the Platform. In other words, by agreeing to these Terms, you are not relying on any statement or promise that isn't written here or in the documents we reference. Any previous terms or representations are replaced by this set of Terms.

11.2 No Waiver

If Perfix does not enforce a provision of these Terms in a particular instance, that does not mean we waive our right to enforce it in the future. Likewise, any delay or failure by Perfix to exercise a right or remedy under these Terms does not mean we waive that right. A waiver of any provision or right under these Terms will only be effective if it is in writing and signed by Perfix. For example, if you violate the Terms and we do not immediately suspend your account, we still have the right to do so later for that violation or a subsequent one.

11.3 Severability

If any part of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that portion shall be severed (removed) from the Terms, and the remaining portions shall remain in full force and effect. The intention is that the rest of the agreement will still be valid. The parties (you and us) also agree that the court should, if allowed, modify the invalid provision to the narrowest extent necessary to make it enforceable, reflecting as closely as possible the original intent of Perfix and you. If modification is not possible, then the provision will be disregarded. This severability clause ensures that not all Terms fall apart because one part is problematic.

11.4 Assignment

Perfix may assign or transfer its rights and obligations under these Terms (for example, in the event of a merger, acquisition, sale of assets, or by operation of law) to another entity. If, for instance, Perfix is acquired by another company, these Terms and your account could be transferred to that new company. You will be notified of any such assignment if it impacts the control of your personal data or the operation of the Platform. You may not assign or transfer your rights or obligations under these Terms to anyone else without our prior written consent. Any attempt by you to transfer your account or these Terms without permission is void. (This means you cannot sell or give your account to someone else, or delegate your obligations, without our approval.)

These Terms will bind and benefit any permitted successors or assigns. So if Perfix's rights are lawfully transferred to another company, that company can enforce these Terms just as we did, and if you validly transfer an obligation or right (with consent), the person you transferred it to can be held responsible.

11.5 No Agency Relationship

Nothing in these Terms is intended to create an agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship between you and Perfix. You are using the Platform as an independent individual or business. Neither party has authority to bind the

other to any third party, act as the other's agent, or make commitments on the other's behalf, unless expressly stated otherwise. This clarifies that Service Providers are not Perfix's employees or agents, and you should not represent yourself as such.

11.6 Third-Party Beneficiaries

These Terms are for the benefit of you and Perfix. Except as expressly provided in these Terms, there are no third-party beneficiaries. That means no one other than you or Perfix (or Perfix's successors/assignees) can enforce the obligations in these Terms or claim any rights under these Terms. For example, even though Service Seekers and Service Providers interact, neither becomes a third-party beneficiary of the other's agreement with Perfix.

11.7 Notices

Notices to You: We may send you notices and communications in various ways, including via email to the address you provided, SMS or messaging apps to the phone number you provided, postal mail to your provided address, or notifications within the app. It's your responsibility to keep your contact information up to date in your account settings. Official notices about changes to terms, legal matters, or other important information may be delivered electronically, and such electronic notices are considered "in writing" and properly given.

Notices to Perfix: If you need to provide formal notice to Perfix for any reason (for example, a legal claim or termination notice), you should send it in writing to Ahmad Haj Yahya at Rehov Haifa, Tayibe, 4040000, Israel, Attn: Legal Department. We may also designate an official email address for legal notices in the future (which we would communicate to you if applicable). Notices to us will be deemed received when actually delivered to the address, or on the date of confirmed receipt if sent by registered mail or courier.

11.8 Customer Support and Contact

For general inquiries, support, or to report issues (non-legal notices), you can contact us at Support@perfixapp.com or via any support feature on the Platform. Our goal is to respond to customer service requests in a timely manner. If you have a complaint about another User or the services provided by a User, you can also reach out to us. We may review the issue and determine if any action is needed on our end (for example, investigating a violation of these Terms), but as noted, we do not arbitrate disputes between Users.

11.9 Compliance with Laws; Standard Contracts

We have drafted these Terms to comply with relevant Israeli laws, including the Contracts (General Part) Law, 1973; the Standard Contracts Law, 1982; the Consumer Protection Law, 1981 and associated regulations (such as the Consumer Protection (Cancellation of Transactions) Regulations, 2010 for remote sales); the Protection of Privacy Law, 1981; and other applicable statutes. It is our intent that nothing in these Terms will deprive a consumer of any mandatory protections provided by Israeli law. In the event of a conflict between any

provision of these Terms and a requirement of Israeli law that cannot be waived, the law will prevail and the Terms shall be interpreted (or, if necessary, modified) to comply with the law. Specifically, if a court or the Israeli Standard Contracts Tribunal finds that a certain clause in these Terms is an “unduly disadvantageous condition” under the Standard Contracts Law or otherwise unenforceable, that clause will be adjusted or severed as needed (as described in Section 11.3 Severability), and the remainder of the Terms will continue in effect. **Nothing in these Terms shall be construed to waive any right or protection you have under mandatory law.**

11.10 Language and Translations

These Terms are provided in multiple languages (English, Hebrew). All versions are intended to have the same meaning. In case of any inconsistency or ambiguity between the versions, the [Hebrew version] will control (unless applicable law requires otherwise). The section headings used in these Terms are for convenience and readability only and have no legal effect. All communications between you and Perfix (whether through the Platform or otherwise) will be in English or Hebrew (or another language if we specifically agree), but knowing English or Hebrew is typically necessary to use the Platform effectively.

11.11 Changes to the Service

Perfix may continuously improve and update the Platform. We reserve the right to add new features, modify existing ones, or remove features. Any new feature that we add which enhances or changes the current services will be subject to these Terms. If we remove or discontinue a feature, we aim (but do not guarantee) to give notice if it’s a significant part of the service. We will not be liable for any loss of data or content due to discontinuation of a feature, but we will, if feasible, give you a chance to save your information.

11.12 Intellectual Property Claims

If you believe that any content on the Platform infringes your intellectual property rights (for example, you believe a user has uploaded your copyrighted material without permission), please notify us at Support@perfixapp.com with specific details of the alleged infringement. We will investigate such reports and remove or disable content as appropriate in accordance with applicable intellectual property laws. In your notice, please include identification of the content at issue and proof of your rights (for example, if it’s a copyright issue, a link to the original work or a statement that you are the copyright owner or authorized agent, along with your contact info). We comply with applicable laws regarding removal of infringing content (akin to a DMCA notice-and-takedown process, adapted for Israeli law).

11.13 Geographic Restrictions

Although the Platform is intended for use in Israel, it’s possible someone might attempt to use it from outside Israel. We make no representations that the Platform is appropriate or available in any location outside Israel. Users who access the Platform from other jurisdictions do so on their own initiative and are responsible for compliance with any local

laws that apply. We reserve the right to restrict access to the Platform from any location outside Israel at any time.

11.14 Beta Features

From time to time, Perfix may release new features in a “beta” version (test phase). Such beta features might not work correctly and are still under development. If you choose to use beta features, you do so at your own risk. We appreciate feedback on them, but provide no guarantees whatsoever about their functionality and may modify or remove them without notice.

11.15 Updates to Terms

As noted in Section 1, if we update these Terms, we will provide notice of the change. Your continued use of the Platform after an update means you accept the new Terms. Always ensure you read any updates or notices we send regarding changes to this agreement.

12. Survival

Certain provisions of these Terms will continue to apply even after your relationship with Perfix ends (for example, after you or we terminate your account). The following sections (and any other part of these Terms which by its nature is intended to survive termination) shall remain in effect:

- **Content and Intellectual Property (Section 6):** Any licenses you granted to Perfix for your User-Generated Content remain in effect as described, and Perfix may continue to use content you provided as allowed. Obligations regarding misuse of Perfix’s intellectual property also survive.
- **Payments and Fees (Section 7):** If there are any outstanding payment obligations or issues (including the placeholder commitments regarding compliance with consumer protection laws for transactions), those survive termination.
- **Disclaimers and Limitation of Liability (Section 8):** All disclaimers of warranties, limitations of liability, and acknowledgement of risk remain binding on you.
- **Dispute Resolution and Governing Law (Section 9):** The agreement to resolve disputes in Tel Aviv under Israeli law, the class action waiver (to the extent enforceable), the one-year limitation to bring claims, and related provisions survive.
- **Indemnification (part of Section 5):** Your obligation to indemnify Perfix for certain third-party claims (as described in Section 5 Acceptable Use) survives termination, meaning if a claim arises later related to your use of the Platform, you may still be responsible.

- **Miscellaneous (Section 11):** Provisions such as Entire Agreement, No Waiver, Severability, and Assignment remain in effect to interpret the agreement post-termination.
- **Survival (Section 12):** This list of surviving sections itself survives to confirm the continuation of the above terms.

In essence, any provision that by its context is meant to have effect after termination shall do so. Termination of your account or cessation of use of the Platform does not release you from any liability or obligation incurred under these Terms prior to termination (for example, confidentiality, payment of fees, indemnity for acts while you were a user, etc. all can survive).