

1XHUB

Terms and Conditions

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING OR ACCESSING THE SITE

By connecting to, accessing or using our website <https://www.1xhub.com/> (“Site”), you expressly acknowledge and agree that you (“you” or “User”), are entering into a legal agreement with 1XHUB Ltd. and/or its affiliates (“1XHUB”, “we”), and have understood and agree to comply with, and be legally bound by, the terms and conditions set below (the “Terms”) and comply with all applicable laws and regulations regarding your use of the Site. If you do not agree to comply with and be bound by these Terms, please do not accept these Terms or use the Site.

If you have entered into an agreement with 1XHUB (“Direct Agreement”), then, for as long as the direct agreement is in effect, the direct agreement will govern our relationship with you and its use of the Site and these Terms shall apply in light of the provisions determined in the direct agreement. These Terms shall apply personally to all individuals who use the Site without direct agreement in action.

1. Acceptance. If you access and use the Site, you represent and warrant that you are at least 18 years old. You hereby represent that you possess the legal authority to enter into these Terms on your behalf and to form a binding agreement under any applicable law, to use the Site in accordance with these Terms, and to fully perform your obligations hereunder.

2. Restrictions. Except as specifically permitted herein, without the prior written consent of 1XHUB you must not, and shall not allow any third party to, directly or indirectly: (i) sell, lease, sublicense, disclose, publish, assign, market, transfer, distribute any portion of the Site to any third party or make the Site available in any service bureau or hosted or managed Site arrangement or available on any other website, mobile software application or other digital publication other than your agreed digital properties (such as your websites, applications, or other digital Sites) (“Digital Properties”); (ii) circumvent, disable or otherwise interfere with security-related features of the Site; (iii) reverse engineer, decompile or disassemble the Site or any components thereof; (iv) modify, translate, change or create any derivative works based upon the Site, or any part thereof; (v) use any robot, spider, or other automated means to access the Site for any purpose; (vi) take any action that imposes or may impose (at 1XHUB's sole discretion) a disproportionately large load on 1XHUB's or its third party service providers' infrastructure; (vii) remove, deface, obscure, or alter 1XHUB's or any third party's copyright notices, trademarks, text or hyperlinks or other proprietary material affixed to or provided as part of the Site, or use or display logos of the Site differing from 1XHUB's own without 1XHUB's prior written approval; (viii) use or access the Site to develop a competing service or product; (ix) use the Site to transmit, display or otherwise process, or use the Site on, or with, a Digital Property which contains, transmits, displays or otherwise processes content which (a) is obscene, vulgar, profane, sexually explicit, defamatory, religiously inflammatory, violent, inciting, threatening, discriminatory or hate speech directed at an individual or group (e.g., based on race, ethnicity, gender, sexual orientation, religion or nationality); (b) is related to the promotion or sale of weapons, illicit drugs, or pornography, or illegal items, Site or activities; (c) infringes the rights of third parties; or (d) negatively impacts the reputation and goodwill of 1XHUB in any way (all of the foregoing to be determined in 1XHUB's sole discretion); and/or (x) use the Site in any unlawful manner (including without limitation violation of any data protection or privacy legislation) or in breach of these Terms.

3. Using Third Party Sites. The Site may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of 1XHUB. Your interactions and business dealings with organizations and/or individuals found on or through the Site, including payment and delivery of goods or Site, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that 1XHUB shall not be responsible or liable for any loss or damage as a result of any such dealings or interactions.

4. Ownership of the Site.

4.1. Proprietary Rights. All right, title, or interest, including all intellectual property rights, in and to the Site, the Model, any mathematical formulas and algorithms pertaining thereto, and all addition, modifications, updates and improvements to, and all derivative works based upon the foregoing or any portion thereof, and all other materials or information made available by 1XHUB in connection with the Site, shall remain the sole and exclusive property of 1XHUB. “Model” means an algorithm (or a set of algorithms) pertaining to the Site.

4.2. Feedback. In the event you provide 1XHUB any feedback, ideas or suggestions regarding the Site or any portion thereof (collectively, “Feedback”), you hereby grant 1XHUB a worldwide, non-exclusive, sublicensable, transferable, perpetual, irrevocable, royalty-free, fully paid license to use, modify, distribute, create derivative works of, publicly display and perform,

sell, import, export, and otherwise fully exploit such Feedback, for any use and purpose whatsoever. It is further understood that use of Feedback, if any, may be made by 1XHUB at its sole discretion, and that 1XHUB in no way shall be obliged to make use of any kind of the Feedback or part thereof.

5. Privacy. 1XHUB may use personal information that we may collect or obtain in connection with the Site in accordance with our Privacy Policy and you agree that we may do so.

6. Confidentiality. You agree to keep confidential and to use only for purposes permitted under these Terms, any 1XHUB proprietary or confidential information disclosed to you pursuant to these Terms or in connection with your use of the Site which is marked as confidential or is identified at the time of disclosure as confidential or which would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is rightfully known by you prior to the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed (provided that you shall give written notice to 1XHUB of such disclosure and an opportunity, at 1XHUB's expense, to resist or restrain the scope of such request). Upon any termination of your subscription to the Site, you shall return to us all 1XHUB confidential information, and all copies thereof, in your possession, custody or control unless otherwise expressly provided in these Terms.

7. Changes. 1XHUB reserves the right to remove, modify, correct, and make any other changes to the Site or any part thereof without notice to you at any time. Some functions may be limited, suspended or restricted by geography, volume, duration or any other criteria decided by 1XHUB in its sole discretion. 1XHUB is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

8. Disclaimers and No Warranties.

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YOU RELEASE US, OUR AGENTS AND EMPLOYEES FROM ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTIONS WITH OTHER USERS, INCLUDING (WITHOUT LIMITATION) ALL CLAIMS AND DEMANDS RELATING TO UNCOMPLETED OR COMPLETED TRANSACTIONS, OR GOODS OR SITE OFFERED FOR SALE OR SUPPLY, OR ACTUALLY SOLD OR SUPPLIED, THROUGH OR IN CONNECTION WITH ANY TRANSACTIONS WITH OTHER USERS.

10. Indemnification. You agree to defend, indemnify and hold harmless 1XHUB and its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your violation of these Terms; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

11. Amendments to these Terms. 1XHUB may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that these Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

12. General. (a) These Terms constitute the entire terms and conditions between you and 1XHUB relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and 1XHUB. Nothing herein should derogate from any of the obligations and liabilities set forth in other Agreements by and between 1XHUB and you (b) any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the state of Israel, excluding conflicts or choice of law rules and principles. Any such disputes shall be subject to the exclusive jurisdiction and venue of the courts of competent jurisdiction located in Tel-Aviv, Israel, and each party hereby waives any jurisdictional, venue, or inconvenient forum objections to such courts and venue. Notwithstanding the foregoing, 1XHUB may seek preliminary or interim injunctive or other relief in any court of competent jurisdiction worldwide, (c) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (d) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (e) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (f) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (g) these Terms, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by 1XHUB without restriction. We may assign or transfer these Terms without restriction or notification, and the parties agree that all correspondence relating to these Terms shall be written in the English language.

If you have any questions (or comments) concerning these Terms, you are most welcome to send us an e-mail to eliran@lxhub.com

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Last Revised: December, 2022