

TERMS OF USE  
**EOS Nation**

## **Acceptance of Terms**

The Terms of Use (“**Terms**”) you are reading are a legally binding agreement between EOS Nation ( “**we**”, “**us**” and “**our**”) and yourself (“**User**” or “**you**” respectively, and collectively with others using this website - “**Users**”). By accessing or using the services located at <https://bbs.market>, any linked or directed domain (the “**Site**”) and any services made available through the Site (collectively, the “**Services**”), which is owned and controlled by EOS Nation, you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

Please read these Terms carefully. These Terms govern your access to and use of the Site. By using the Services or visiting the Site, you signify your consent to both these Terms and our Privacy Policy, a current version of which is available [here](#), which is incorporated herein by reference and which may be modified from time to time at our sole discretion and without prior notice. We reserve the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. These changes will apply at that instant to all then current and subsequent uses of the Site. Users are responsible for viewing these Terms periodically. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site acts as acceptance of such changes or modifications. If you do not agree to the Terms, your sole remedy shall be to discontinue your use of the Services. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site. Your continued use of the Site will be deemed acceptance to amended or updated Terms.

If you violate the Terms, we reserve the right to issue you a warning regarding the violation or to immediately terminate or suspend all or part of the Accounts you have created for using the Services. You agree that we do not need to provide you with a notice before terminating or suspending your Account(s), but it may provide such notice in its sole discretion.

WE MAY, IN OUR SOLE DISCRETION, REFUSE TO OFFER OUR SERVICES TO ANY PERSON OR ENTITY. WE MAY, WITHOUT NOTICE AND IN OUR SOLE DISCRETION, TERMINATE YOUR RIGHT TO USE THE SERVICES OR ANY PORTION THEREOF, AND BLOCK OR PREVENT YOUR FUTURE ACCESS TO AND USE OF THE SERVICES OR ANY PORTION THEREOF. IT IS CLARIFIED THAT WE SHALL NOT HAVE ANY OBLIGATION TO EXERCISE ANY OF OUR RIGHTS HEREUNDER, SUCH AS TO REFUSE TO OFFER OUR SERVICES TO ANY SPECIFIC PERSON OR ENTITY OR CANCEL AN ACCOUNT, AND THE EXERCISE OF SUCH RIGHTS SHALL REMAIN SUBJECT TO OUR SOLE DISCRETION, ON A CASE TO CASE BASIS.

WE MAY, AT ANY TIME AND FOR ANY REASON, DISCONTINUE THE SERVICES IN ITS ENTIRETY, OR ANY PART HEREOF, WITHOUT PRIOR NOTICE AND/OR LIABILITY OF ANY KIND.

**IF YOU DO NOT AGREE TO ANY OF THESE TERMS, PLEASE DO NOT USE THE SITE OR SERVICES.**

### **1. The deWeb Framework**

The deWeb Framework, is a software and technological framework enabling developers and other users to create decentralized, blockchain-based online services, with an embedded royalty sharing mechanism (“**deWeb Framework**”). The deWeb Framework is intended to enable independent parties (whether affiliated or not) such as developers, operators and distributors (or other marketing functions) (“**Framework Participates**”) to collaborate and combine their specific products and services and share derived income and payments (from the applicable products and services users) with one another via the deWeb Framework’s automated smart contracts, which are operated by each deWeb operator.

We are a deWeb Framework operator, and as such operate and maintain the Site and the underlying smart contracts to enable the Services offered through the Site.

### **2. Eligibility; Access**

No-one under the age of 18 or of legal age to form a binding contract for engaging in the activities offered in connection with the Services under the laws of any jurisdiction, whichever is higher (“**Legally of Age**”) may use the Services unless under the strict and continuous supervision of a parent or any other qualified legal guardian. Any person not Legally of Age who otherwise uses the Services will be in breach of these Terms of Service. By acceptance of these Terms or by using the Services you declare that you are Legally of Age, or under the strict and continuous supervision of a parent or any other qualified legal guardian. In any act of payment, purchase, or transfer you must have permission of a parent or any other qualified legal guardian.

By accessing or using the Site and Services, you represent and warrant that you will not use the Site and Services nor accept these Terms if the laws applicable to you in your country of residency and/or citizenship prohibit you from doing so in accordance with these Terms. If the Services or any part thereof are determined to be illegal under the laws of the country in which you are situated, you shall not be granted any right or license to use the Services, and must refrain from using the Services. You are solely responsible for compliance with all local laws and regulations of the country in which you are resident or from which you use the Services, and you may not access or use the Site and may not accept these Terms if you are a person barred from using the Site under those laws or regulations.

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Services. We do not provide you with the equipment to access or use our Services. You are responsible for all fees charged by third parties related to your access and use of the Services (e.g., charges by internet service providers or air time charges). We cannot guarantee that the Services will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Services, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. deWeb or any deWeb Parties (as defined below) take no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control of, and any other responsibility which is not expressly mentioned in these Terms.

### 3. The Services

The Services offered through the Site, are enabled by software and technologies developed by deWeb Framework Participants, and made available for use by ‘deWeb operators’, as we are. Accordingly, the Services available through the Site, including all of the products, features, applications, services, technologies, and software you can use through the Site, may be updated and vary from time to time.

Anyone can access the Site and view all available content, however all other Services require Users to login using (not all login methods may be available, subject to Our sole discretion): (i) a supported social media account; (ii) email address; or (iii) username and password.

The core Services include the following features:

- A. **Create** - Allows Users to create their own page which will be displayed on the Site (“**User’s Page**”), and an underlying virtual token(the “**Community Currency**”). The Community Currency can only be used on the Site, to access and use Services available on the Site.

Creating a User Page or Community Currency also enables User’s to adjust and configure certain specifications, abilities and features, affecting the User’s Page and Community Currency functionalities - including the Community Currency’s cash-out fee.

- B. **Comment & Post** - Users can comment, share posts and upload content (including media) to Users’ Pages. All content is processed and stored on third party operated solutions we engage with (namely, Google Firebase), while some information is stored on the blockchain. As mentioned, all content uploaded to the Site by Users is public and available to anyone.

- C. **Purchase** - Users can purchase, promote and vote for content, by using their relevant Community Currencys.

D. **Buy and Sell Community Currencys** - Users can purchase or sell Community Currencys. To Buy, Users need to provide the applicable sufficient amount of BBS tokens.

E. **Advertise** - Users can upload a banner and run campaigns to advertise on posts.

BY USING THE SERVICES (OR ANY PART THEREOF) YOU HEREBY ACCEPT AND ACKNOWLEDGE THE FOLLOWING:

DECISIONS TO USE, HOLD, TRANSFER, TRADE OR MAKE OTHER TRANSACTIONS WITH CRYPTO-ASSETS INVOLVE HIGH DEGREE OF RISK AND ARE BEST MADE BASED ON THE ADVICE OF QUALIFIED FINANCIAL AND LEGAL PROFESSIONALS. ANY DEALING WITH CRYPTOCURRENCIES AND OTHER CRYPTO-ASSETS INVOLVES A RISK OF SUBSTANTIAL LOSSES AND/OR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. BEFORE UNDERTAKING ANY ACTION AND USING THE SERVICES (PARTICULARLY CREATING A Community Currency AND BUYING, SELLING, OR TRANSFERRING BBS TOKENS OR THE APPLICABLE STABLECOINS) YOU SHOULD CONSULT A QUALIFIED FINANCIAL PROFESSIONAL OR QUALIFIED LEGAL ADVISOR (AS MAY BE RELEVANT). PLEASE CONSIDER CAREFULLY WHETHER SUCH ACTIVITIES ARE SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION, ABILITIES AND UNDERSTANDING AND THE APPLICABLE LAWS AND REGULATIONS YOU ARE SUBJECTED TO.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOSS OR DAMAGE YOU OR ANYONE ELSE INCURS AS A RESULT OF THE CREATION OF A USER PAGE, A Community Currency AND/OR ANY CRYPTOCURRENCY PURCHASE, SALE, TRANSFER AND/OR CONVERSION OR OTHER TRANSACTION THAT YOU OR ANYONE ELSE ENGAGES THROUGH OUR SOFTWARE AND/OR SERVICES.

THE SERVICES PROVIDED BY US THROUGH THE SITE ARE INTEGRATED WITH BLOCKCHAIN SOFTWARE, TECHNOLOGIES. PLATFORMS AND SYSTEMS WHICH ARE NOT PART OF OUR SITE, ARE NOT CONTROLLED NOR OPERATED BY US AND WE ARE NOT RESPONSIBLE FOR THE PROVISION OF THE SERVICES, FUNCTIONING OR MALFUNCTIONS OF ANY BLOCKCHAIN SOFTWARE, TECHNOLOGIES, PLATFORMS AND SYSTEMS. FURTHERMORE, YOUR USE AND RELIANCE ON SUCH BLOCKCHAIN SOFTWARE, TECHNOLOGIES. PLATFORMS AND SYSTEMS ARE AT YOUR SOLE RISK. WE DO NOT PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY BLOCKCHAIN SOFTWARE, TECHNOLOGIES. PLATFORMS AND SYSTEMS, AND WE DO NOT BEAR ANY RESPONSIBILITY, OR LIABILITY WITH REGARD TO SUCH BLOCKCHAIN SOFTWARE, TECHNOLOGIES, PLATFORMS AND SYSTEMS.

#### **4. License**

Subject to your agreement and compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sub-licensable, revocable, limited scope license to use the Services. Use of the Services will be solely for your own, private purposes and for no other purpose whatsoever. You may not make use of the Services as an agent or benefit from: (1) creating a User Page or Token Page, or (2) managing or uploading any contents, on behalf of any other users. You hereby acknowledge that your license to use the Services is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. IF THE SERVICES OR ANY PART THEREOF IS DETERMINED TO BE ILLEGAL UNDER THE LAWS OF THE COUNTRY IN WHICH YOU ARE SITUATED, YOU SHALL NOT BE GRANTED ANY LICENSE TO USE THE SERVICES, AND MUST REFRAIN FROM USING THE SERVICES.

Subject to the foregoing, you are not allowed to resell, deep-link, use, copy, monitor (e.g., spider, scrape), display, download, reproduce, or use crawlers, robots, data mining or extraction tools of any type in connection with any content or information, software, products or services available through our Services for any commercial or competitive activity or purpose.

#### **5. Account Information**

Most of the Services detailed above are available solely upon you logging in using a valid e-mail or social media account (google, facebook, tweeter, github, or any other supported services as may be from time to time) or creating your own username and password on the Site (the "Account").

You may be required to assign a display name for your Account ("Display Name"). The Display Name can be any name of your choosing and will be displayed openly on the Site to all other Users. When choosing your Display Name, consider it will mainly be used to enable you to interact with other users on the Site. You may change your Display Name at any time.

Any information contained in your Account shall be referred to herein as "Account Information". We may, in our sole discretion, require you to verify your Account Information, by such methods as we deem fit and which are customary in our industry. In such an event, you may be prevented from taking certain actions through your Account or using certain aspects of the Services, until you verify your Account.

During the process of creating an online Account you may be asked or required to include details such as, without limitation, your name, email address and telephone number ("**Login Information**"; for the avoidance of doubt, Login Information includes any Account Information - such as your email or social media account - and Display Name). Pieces of information which shall be indicated as mandatory fields in the registration process are required in order for us to provide you with the Services. To the extent you shall refuse to provide any of the required fields of the Login Information, you may not be able to access the Services. The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and account information, including without limitation Usernames and passwords, whether or not created for the purpose of using the Services, that are used to access the Services:

1. You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account.
2. In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify us and modify your Login Information;
3. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;
4. You are responsible and liable for any actions taken through your Account, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties that were identified by you for receiving the Services. You therefore acknowledge that, other than all liabilities which may be imposed by you in accordance with applicable laws, your Account may be terminated by us at our sole discretion if anyone uses your Account to engage in any activity that violates these Terms or is otherwise improper or illegal;
5. You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms and/or receiving the Services, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Services by any of the above mentioned limitations;
6. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

Any personal information you provide to us when creating or updating your Account or when we access your Login Information will be held and used in accordance with our Privacy Policy available at ("[Privacy Policy](#)") which constitutes an integral part of these Terms. You agree that you will supply accurate and complete

information to us, which shall not be misleading in any event, and that you will update that information promptly after it changes.

You represent and warrant that you have full right and authority, including, without limitation, any third party's consent (to the extent required under any applicable law), to provide us with all of the Account Information and any other information whatsoever that is provided by you through or in connection with your use of the Services.

## 6. Fees and Payments

The use of Services is not subject to or conditioned upon any payment or fee, other than: (1) automated payments that may be applied by the underlying Royalty Engine integrated in the deWeb Framework smart contract (for details, see <https://www.deweb.io/architecture>); (2) applicable Token Page amounts set by Token Page creators for the services offered through their User Page; and (3) applicable fees for services offered by third parties, which are integrated with the Site. Please note, as aforementioned, the extent to which you may be able to participate, interact or consume services offered on each User Page, is dependent on the amount of specific Community Currencys you hold (as set by the relevant User Page creator). You may purchase Community Currencys by transferring the applicable amounts of EOS tokens from your own account, to our underlying deWeb framework smart contract (which will automatically convert the EOS tokens into the applicable amount of relevant stablecoins, which in turn shall register the applicable corresponding amount - under specifications set by the User Page creator - of Community Currencys).

You confirm that you are aware and agree to the following:

- a. To our knowledge transactions on the EOS blockchain are not subject to a fee, however they might be.
- b. Tokens might include certain terms affecting conversion rates. Such terms are determined and affixed by the creator of the Community Currency at its own and exclusive discretion.
- c. When using the Services, you are able to construct and determine, at your own discretion, the parameters you wish to apply to your conversion of applicable tokens. The actions you wish to execute will be subject to those parameters you applied.

Such terms, as may be applicable in each case individually, will be reflected and expressed in the conversion ratio and other applicable formulas, affecting the final outcome of your actions. By using the Services, you confirm and accept that you are capable of assessing and determining the outcomes of your actions using the Services, and that you are exclusively responsible and liable for your actions and their results.

We and/or our related parties are not responsible for any taxes, levies, charges and/or expenses of any kind you may incur, resulting from your use of the Services and/or in connection therewith, whether such may be incurred pursuant to any applicable laws, rules or regulations, by any third party service provider(s), or otherwise. Any and all such taxes, levies, charges and/or expenses of any kind shall be borne solely by you. You agree that you shall have no claim, suit or demand of any kind, and by agreeing to these Terms, hereby irrevocably and completely waive any such claim, suit or demand of any kind, to the extent such may exist or hereafter arise, towards us and any of our directors, managers, employees or consultants, in connection with or related to any of the foregoing.

## 7. User Content

As mentioned above, the Services may enable you to upload content, as well as comment, upvote and respond to content uploaded by other Users on the Site. You agree that any content published or uploaded by you through the Services (directly or indirectly, including data, text, graphics, photographs, voice and/or sounds and/or background recordings of sounds or any other content, and their selection and arrangement) (the “**User Content**”), is done so through the use of technology and tools provided on the Site. You are solely responsible to preserve the originals of any content you provide and/or upload to the Services. We do not guarantee that any content will always be available through the Services. Do not rely upon the Services as a storage space for such content. You agree that you are publishing such User Content willingly and you represent that you own such User

Content or have received the necessary authorizations from third parties, that you have all rights to publish said content and that publishing of the User Content by you complies with all applicable laws. You hereby release us and undertake to fully indemnify us for any and all liabilities which may be imposed on us in connection with any User Content you have made available through the Services which infringes any third party right or any other applicable law.

We do not claim ownership of any User Content. However, by sending and/or creating User Content and/or using the Services you automatically grant us a non-exclusive, royalty-free, perpetual license of all worldwide rights to use, edit, modify, include, incorporate, adapt, record and reproduce, publish and make commercial use with such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for the purposes set forth in the Services and these Terms, including for the avoidance of doubt commercial, non-commercial and/or promotional use by us associating such User Content. We may retain any raw material that you submit or make available through third parties, and make internal or external use of such material including for testing purposes.

We may or may not regulate User Content and provide no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Services. By using the Services, you acknowledge and accept that you may be exposed to materials you find offensive or objectionable. You agree that we will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

We reserve the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Services with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, We shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

## **8. Communication Channels**

The Services may provide communication channels such as commenting options, communities, interaction and providing of various means of feedback on published written, or visual or other communicable media, or otherwise on chat areas or other online communication, including links to external channels operated by other Users and Framework Participants ("**Communication Channels**") designed to enable you to communicate with other Services Users and Framework Participants. deWeb is under no obligation to monitor these Communication Channels but may do so, and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. deWeb may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by deWeb, and these communications should not be considered reviewed or approved by deWeb. You are solely responsible for your activities within the Communication Channels and under no circumstances will deWeb be liable for any activity within the Communication Channels. You agree that all your communications within the Communication Channels are public, and you have no expectation of privacy regarding your use of the Communication Channels. deWeb is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users. Notwithstanding, to the extent the above provisions are or shall be subject to any regulation, the aforementioned shall apply in accordance with such applicable laws or regulation to the maximal extent possible, in a manner which would limit deWeb's liability and allow indemnification, as possible under such laws or regulations.

## **9. Rules of Use**

You represent and warrant that you have full right and authority to use the Services and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of such Services. Without limiting the foregoing and in recognition of the global nature of the internet, you agree to comply with all local and international rules

regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

When using the Site and the Services, you undertake: (1) that you shall not defraud, or attempt to defraud, us or other Users, and that you shall not act in bad faith in your use of the Services; and (2) you may not, nor may you assist other parties to pursue or engage in unlawful or abusive uses, or any types of activities which contradict the purpose of the Site or Services, hinder the Site's operation or Services to other Users, or which may be deemed to do so ("**Restricted Uses**"). For clarity and reference, Restricted Uses include these types of activities as detailed herein, as we may amend from time to time in our sole discretion (thus, not to be regarded as an exhaustive list):

- a. Create an Account with or access the Services if you are barred from receiving the Services under the provisions of these Terms or any applicable law;
- b. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, invasion of privacy, identity theft, hacking, or cracking;
- c. Promote, host, upload, post, transmit or display or otherwise disseminate any indecent, obscene or pornographic material, hate speech, vulgar, highly explosive subject matter (as determined by us), defamatory, libelous, gambling related, discriminatory, deceptive, abusive or otherwise offensive content;
- d. Use or apply in connection with the Services any spyware, adware, or other malicious programs or code;
- e. Perform in connection with the Services any unsolicited mass distribution of email, or any illegal subject matter or activities;
- f. incorporate any materials that infringe or assists others to infringe on any copyright, trademark, patent, trade secret or other intellectual property rights or otherwise act in any manner that infringes any other right of any party (including rights of privacy or publicity);
- g. engage in activities that violate our Privacy Policy;
- h. infringe any right of any third party or violate any applicable law or regulation;
- i. Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
- j. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter any part of the Services;
- k. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or the computers of other Users of the Services;
- l. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk email or repetitive messages (spim or spam) to anyone;
- m. Create false personas, multiple identities, multiple User Accounts, set up an Account on behalf of someone other than yourself, use bots or other automated software programs to defraud or which otherwise violate these Terms and/or the terms of service of any third-party applications or social networks through which the Services are accessed;
- n. Attempt to obtain passwords or other private information from other members including personally identifiable information (whether in text, image or video form), identification documents, or financial information;

- o. Improperly use support channels or complaint buttons to make false reports to us;
- p. Encourage any third party to: (1) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (2) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (3) engage in any action or practice that reflects poorly on us, or otherwise disparages or devalues our reputation or goodwill;
- q. Engage in any fraudulent activity with respect to payment methods;
- r. Use the Service or the deWeb Framework to create or enter a fictitious transaction or a transaction with fictitious elements of any kind;
- s. exploit, disrupt or manipulate, or attempt to exploit, disrupt or manipulate the Services or the deWeb Framework in a manner designed to create transaction conditions which are not available to other Users;

Violation of any of these Restricted Uses may be cause for the taking of legal actions according to the law, in addition to any right and remedies set forth hereunder or under any applicable laws.

Without derogating from the above, by accepting these Terms, you acknowledge that we make no representation or warranty regarding its ability, nor assume any liability, to detect, limit or prevent any Restricted Use.

## 10. Intellectual Property Ownership

OUR USE OF THE DEWEB FRAMEWORK, AND PARTICULARLY THE OPERATION OF THIS SITE AND SERVICES, ARE SUBJECT TO AND IN ACCORDANCE WITH THE APPLICABLE LICENSE, TERMS AND CONDITIONS OF THE DEWEB FRAMEWORK, AS PUBLISHED AND MADE AVAILABLE BY DEWEB LTD., THE DEVELOPER OF THE DEWEB FRAMEWORK (THE “**SOFTWARE DEVELOPER**”, AND “**DEWEB LICENSE**”, RESPECTIVELY).

Subject to the Software Developer’s rights in the deWeb Framework and relating materials (“**Developer’s Property**”), We and/or our affiliates retain all rights in the Site (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) used as part of operating the Service which are not part of the Developer’s Property (collectively, “**Service Materials**”). The entire contents of the Services Materials are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Services pursuant to these Terms or otherwise exploit any of the Developer’s Property, or our Service Materials without our explicit, prior written consent. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written consent from us (or the Software Developer, as may be applicable). Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties. Without derogating from the generality of the foregoing, the use of automated systems or software to extract data from the Site (scrapping), is strictly prohibited.

THE SOFTWARE DEVELOPER OWNS AND RETAINS ALL RIGHT, TITLE, AND INTEREST, INCLUDING COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS, IN AND TO ALL THE DEVELOPER’S PROPERTY AND THE DEWEB FRAMEWORK. Subject to the foregoing, We and/or our licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service Materials. You hereby acknowledge that you do not acquire any ownership rights whatsoever by using the Services or by accessing any of the Service Materials, or rights to any derivative works thereof.

You are not required to provide us with any feedback or suggestions regarding the Services or any Service Materials. However, should you provide us with comments or suggestions for the modification, correction, improvement or enhancement of the Services and/or any Service Materials, then, subject to the terms and



conditions of these Terms, you hereby grant us a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner we choose and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of our and our sublicensees' products and content embodying such comments or suggestions in any manner and via any media we choose, but without reference to the source of such comments or suggestions.

#### **11. Disclaimer of Warranty; Limitation of Liability; Indemnification**

The Services and Service Materials are provided to you 'as is' and without warranties or representations of any kind either expressed or implied. You agree that your use of the Services, shall be at your sole risk. To the fullest extent permitted by law, we, including our officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Services, including any use or operation of the deWeb Framework, and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. We make no warranties or representations about the accuracy or completeness of the content of the Services, including without limitation, the Service Materials, any content of any sites linked to the Services, of the Third Party Materials and assumes no liability or responsibility for any:

- a. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content including the Service Materials.
- b. Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Services, the Service Materials, or the deWeb Framework;
- c. Any unauthorized access to or use of deWeb' secure servers and/or any and all personal information and/or financial information stored therein;
- d. Any interruption or cessation of transmission to or from the Services;
- e. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services, the Service Materials or the deWeb Framework; or
- f. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services.

Without derogating from the abovementioned, in no event will deWeb, its directors, officers, agents, contractors, partners, consultants and/or employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Services or other materials on, accessed through or downloaded from the Services, including any use or operation of the deWeb Framework, whether based on warranty, contract, tort, or any other legal theory, and whether or not deWeb has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that deWeb shall not be liable for any use of the Service Materials and/or the deWeb Framework made by any User and/or illegal conduct by any third party, and that the risk of harm or damage from and/or associated with the foregoing rests entirely with you.

You agree to indemnify and hold deWeb, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- (i) Your use of and access to the Services, Services Materials and the deWeb Framework;
- (ii) Your violation of any term of these Terms;
- (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (iv) Any claim that any User submission made by you has caused damage to a third party; or

- (v) Any User Content you post or share on or through the Services, or relating to the Services.

## 12. Software Developer's Disclaimer of Warranty; Limitation of Liability; Indemnification

**You agree that this section 12 shall constitute a binding agreement in favor of the Software Developer, independent and without derogating from any other provision set forth herein -**

The deWeb Framework and Developer's Property (either provided directly by the Software Developer or through our Site and Services) are provided to us, as well as to you, 'as is' and without warranties or representations of any kind either expressed or implied. You agree that your use of the The deWeb Framework and Developer's Property, shall be at your sole risk. To the fullest extent permitted by law, the Software Developer, including its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the the deWeb Framework and Developer's Property, including any use or operation of the deWeb Framework, and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. The Software Developer makes no warranties or representations about the accuracy or completeness of the content of the deWeb Framework and Developer's Property, including without limitation, this Site and our Service Materials, any content of any linked sites, of the Third Party Materials and assumes no liability or responsibility for any:

- g. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content including the deWeb Framework and Developer's Property or the Services.
- h. Direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the deWeb Framework and Developer's Property or the Services;
- i. Any unauthorized access to or use of deWeb' secure servers and/or any and all personal information and/or financial information stored therein;
- j. Any interruption or cessation of transmission to or from the deWeb Framework and Developer's Property or the Services;
- k. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the deWeb Framework and Developer's Property or the Services; or
- l. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the deWeb Framework and Developer's Property or the Services.

Without derogating from the abovementioned, in no event will the Software Developer, its directors, officers, agents, contractors, partners, consultants and/or employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the deWeb Framework and Developer's Property or other materials on, accessed through or downloaded from the Services, including any use or operation of the Site and Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Software Developer has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that the Software Developer shall not be liable for any use of the The deWeb Framework and Developer's Property or the Services made by any User and/or illegal conduct by any third party, and that the risk of harm or damage from and/or associated with the foregoing rests entirely with you.

You agree to indemnify and hold the Software Developer, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- (vi) Your use of and access to the deWeb Framework and Developer's Property, or the Services;
- (vii) Your violation of any term of the DeWeb License;
- (viii) Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (ix) Any claim that any User submission made by you has caused damage to a third party; or
- (x) Any User Content you post or share on or through the deWeb Framework and Developer's Property, or the Services, or relating to the deWeb Framework and Developer's Property, or the Services.

### **13. Third Party Material**

You may be able to access, review, display or use third party services, resources, content, information or links to other World Wide Web sites or resources ("**Third Party Materials**") via the Services. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and deWeb disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Services. You acknowledge and agree that we: (a) are not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or services on or available from such Third Party Materials; (b) have no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (c) do not make any promises to remove Third Party Materials from being accessed through the Site and Services. Your ability to access or link to Third Party Materials or third party services does not imply any endorsement by us of Third Party Materials or any such third party services.

These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials. Without derogating from any of our rights and remedies under these Terms and/or under law, we will be entitled, at our sole discretion, to immediately discontinue the Services or any part thereof, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials. You may not use any Third Party Materials for which you have not obtained appropriate approval to use. We cannot grant permission to use third party content. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, including regard to the content published via the Service, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **14. Computer Viruses**

You acknowledge and agree that we shall not have any liability, for any interruptions or damage caused by any computer viruses, worms, spyware, scareware, Trojan horses, defects, corrupted files, hoaxes, or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. We advise the regular use of a reputable and readily available virus screening and prevention software.

### **15. Notices**

Notices to you may be made via the Services. We may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Services. You agree that all agreements, notices, disclosures and any other communications that we provide as aforementioned satisfy any legal requirement that such communications be in writing.

### **16. General**

By using or visiting the Services, you agree that only the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and us. Any claim or dispute between you and us that arises in whole or in part from your use of the Services shall be decided solely and exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, to the express exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the courts of Tel Aviv, Israel.