

## **WEBSITE TERMS OF USE**

**Last Revised:** December, 2022

Hexagate Ltd. together with its subsidiaries (“**Hexagate**,” “**Company**,” “**we**” “**our**,” or “**us**”) welcomes you (the “**User(s)**” or “**you**”) to our websites at <https://www.hexagate.com/> (together with its subdomains, Content, and Marks, the “**Site**”), in which we offer information regarding our Company and our Software-as-a-Service platform that secures access to web 3.0 assets by providing Cyber and financial risk management that covers pre transaction and post transaction threats and risks (the “**Solution**”).

Each of the Users may use the Site in accordance with the terms and conditions hereunder. Please read the following terms and provisions (“**Site Terms of Use**”) carefully before using the Site.

### **1. Acceptance of Terms**

By entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood these Site Terms of Use, including the terms of our Privacy Policy available at: [https://extension.hexagate.com/privacy\\_policy.pdf](https://extension.hexagate.com/privacy_policy.pdf) (the “**Site Privacy Policy**”, and together with the Site Terms of Use, the “**Hexagate Website Terms**”) and agree that these Site Terms of Use constitute a binding and enforceable legal agreement with us and that you shall comply with, and be legally bound by these Site Terms of Use and with all applicable laws and regulations regarding your use of our Site. IF YOU DO NOT AGREE TO BE BOUND BY THESE SITE TERMS OF USE OR IF YOU DO NOT POSSESS THE LEGAL CAPACITY TO ENTER INTO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE.

Please note that the Site is only intended for individuals aged eighteen (18) years or older. If you are under 18 years of age, please do not visit or use the Site.

### **2. The Site and Our Services**

The Site is intended to provide basic information about Hexagate and our services (including without limitation, the Solution and any services related thereto). **Please note that these Site Terms of Use apply only in connection with your use of the Site, which in turn is governed only by these terms.** These Site Terms of Use **DO NOT** apply to any use of the Solution or other services or products we make available which are governed by our subscription terms.

### **3. Modification of our Site**

We reserve the right at our discretion, to change, modify, correct, amend, and/or make any other changes to, our Site (or any part thereof, including but not limited to the Content) at any time and without any notice. In addition, we may temporarily or permanently discontinue the Site and any part thereof. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Site and/or of any content available or not available therein.

### **4. User Representations and Undertakings**

Your use of the Site (or any part thereof) is dependent on the fact that you hereby represent and warrant that:

- You possess the knowledge and judgment necessary to decide whether and how to use the Site or otherwise rely on any information available therein;
- You acknowledge that you may not solely or fundamentally rely on any information, content or any features you find on or through the Site;

- The execution of the Site Terms of Use does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- You acknowledge that you are solely responsible for complying with applicable laws regarding your use of the Site and you will not infringe or violate any of the Site Terms of Use.

## 5. Use Restrictions

There are certain forms of conduct which are strictly prohibited in our Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein, may result in civil and/or criminal liability. You agree and undertake that you shall not, whether by yourself or anyone on your behalf: (i) copy, distribute, adapt, translate, reverse engineer, decompile, disassemble or modify any part of the Site, or any of the information and resources about the Site or accessible through the Site, information of any nature concerning Hexagate' systems, products, services and technology and any other content related thereto (including contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, intellectual property and other features (collectively, the “**Content**”) and any other information related thereto without our prior written authorization; (ii) use, modify, create derivative works of, transfer (either by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content; (iii) make any use of the Site and/or Content on any other website or networked computer environment other than in the Site, for any purpose, or replicate or copy the Content without our prior written consent; (iv) disrupt servers or networks connected to the Site; (v) use or launch any automated system (including without limitation, “robots” or “spiders”) to access the Site, including not interfering with or violating any other User's right to privacy or other rights, or harvest or collect Content or any information about visitors or users of the Site without our express written consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (vi) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site or disrupt the operation of our Site, or the servers or networks that host our Site, or disobey any requirements, procedures, policies, or regulations of such servers or networks including by performing or assisting any DDOS attacks or any traffic hijacking; (vii) create a browser or border environment around our Site, Content and any part thereof (no frames or inline linking); (viii) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (x) transmit or otherwise make available in connection with our Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (xi) frame or mirror any part of this Site without Company's prior express written authorization; (xii) create a database by systematically downloading and storing all or any of the Content from our Site; (xiii) use our Site for any illegal, immoral or unauthorized purpose; (xiv) use our Site, the and/or the Content for non-personal or commercial purposes without our express prior written consent or pursuant to an express written agreement.

## 6. Product Descriptions and Accurate Information

We have made every effort so that our Site presents any information available on our Site as accurately as possible. However, we cannot, and do not warrant or guarantee that the Content available on the Site is accurate, complete, reliable, current or error-free.

## 7. Intellectual Property Rights

The Site and the Content included therein and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, and trade secrets, logos, whether or not registered or capable of being registered (collectively, “**Intellectual Property**”), including all derivatives thereof, are owned by and/or licensed to Hexagate and are protected by applicable intellectual property laws and international

conventions and treaties. You may not copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Company's proprietary rights, including Company's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Site Terms of Use.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Hexagate or its licensors, including [®], copyright mark [©] or trademark [™] contained in or accompanying the Content included on the Site, and you represent and warrant that you will abide by all applicable laws in this respect.

It is our desire and pleasure to hear from our Users and we welcome your comments regarding our offerings, products and services, including our Site. To the extent you provide any feedback, comments ideas, materials, notes, drawings, concepts, suggestions or other information to Hexagate regarding the Site and/or the Solution, whether within the Site or otherwise (collectively, the "**Feedback**"), Hexagate shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Site, any Company's current or future products, technologies or services and use such Feedback for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any of our current or future products, technologies or services that incorporate any Feedback.

## **8. Third Party Sources and Content**

The Site may enable you to view, access, link to, and use content from third parties (respectively "**Third Party Sources**" and "**Third Party Content**") that are not owned or controlled by us. A Third Party Source may be a third party website or service provider. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity. We do not endorse any advertising, promotions, campaigns, products, services or other materials that are included in any Third Party Content or that is communicated to you from a Third Party Source. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us, and release us from any and all liability, arising from your use of and interaction with any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, your immediate course of action should be to contact the Third Party Source directly.

## **9. Availability**

Our Site's availability and functionality depends on various factors, such as communication networks. Hexagate does not warrant or guarantee that our Site will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

## **10. Disclosure**

We reserve the right to access, read, preserve and disclose any information that we obtain in connection with the Site, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce the Hexagate Website Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Hexagate, its users or the public.

## **11. Privacy**

We will use any personal information that we may collect or obtain in connection with the Site in accordance with our Site Privacy Policy which is available at [https://extension.hexagate.com/privacy\\_policy.pdf](https://extension.hexagate.com/privacy_policy.pdf)

## **12. Warranty Disclaimers**

HEXAGATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE CONTENT AVAILABLE ON OUR SITE. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR ANY USE YOU MAKE OF THE SITE. THE SITE (INCLUDING ANY CONTENT, TECHNICAL SUPPORT SITE, INFORMATION OR SERVICE AVAILABLE THEREIN) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. HEXAGATE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, EFFECTIVENESS, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. HEXAGATE DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING OR OTHER REASONS. YOU AGREE THAT HEXAGATE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

## **13. Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, HEXAGATE, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND ITS AGENTS, SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER IT WAS CAUSED CONSEQUENTLY OR IN CONNECTION WITH THE USE OF THE SITE, THE CONTENT OR ANY OTHER INFORMATION DERIVED FROM USE OF THE SITE, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HEXAGATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF SUCH CAUSE OF ACTION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HEXAGATE FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OR INABILITY TO USE THE SITE, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO HEXAGATE FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM OR U.S. \$1.00, WHICHEVER IS GREATER.



## **14. Indemnity**

You agree to defend, indemnify and hold harmless Hexagate and its affiliates, respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising directly or indirectly from your use of, or inability to use, the Site, or your violation of these Site Terms of Use; (ii) any damage of any sort, whether direct, indirect, special or consequential (including your violation of any third party rights) resulting from your negligence or willful misconduct; (iii) any claim for financial remedies or other compensations due to a decision that was taken or not taken or any action that was made or not made based on the Content, or any other information resulting from the use of the Site; and (iv) your violation of any applicable law or rights of a third party or regulation.

## **15. Term and Termination**

Hexagate, in its sole discretion, has the right to terminate these Site Terms of Use and/or your access to the Site, or any part thereof, immediately at any time and with or without cause and without notice (including, without any limitation, for a breach of these Site Terms of Use). Hexagate shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Site Terms of Use, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Site Terms of Use, you shall cease all use of the Site. This Section 16 and Sections 8 (Intellectual Property Rights), 12 (Privacy), 13 (Warranty Disclaimers), 14 (Limitation of Liability), 15 (Indemnity), and 17 (Independent Contractors) to 19 (General) shall survive termination of these Site Terms of Use.

## **16. Changes to these Terms**

We may change the Site Terms of Use from time to time, at our sole discretion and without any notice. We will provide notice regarding substantial changes of these Site Terms of Use on the homepage of the Site and/or if you have provided us with your email address, we may choose to send you an e-mail regarding such substantial changes to such e-mail address that you have provided. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Site Terms of Use are effective as of the stated "Last Revised" date and your continued use of our Site after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

## **17. General**

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.

Nothing in these Site Terms of Use creates a partnership, joint venture, agency or employment relationship between you and Hexagate.

These Site Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you. but may be assigned by Hexagate without restriction or notification to you.

Hexagate reserves the right to discontinue or modify any aspect of the Site at any time.

These Site Terms of Use and the relationship between you and Hexagate shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Tel-Aviv, Israel and waive any jurisdictional, venue or inconvenient forum objections to such courts, provided that Hexagate may seek injunctive relief in any court of competent jurisdiction.

These Site Terms of Use shall constitute the entire agreement between you and Hexagate concerning the Site and supersedes any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Hexagate and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Site. If any provision of these Site Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Site Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Site Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Site Terms of Use shall not constitute a waiver of such right or provision. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Hexagate in entering into these Site Terms of Use.