

## Partnext Ltd.

### Terms of Use

#### Consent to Agreement .1

This Terms of Use (“**Agreement**”) is the agreement between any user (a “**User**”, or “**you**”) of the App (as defined below) and Partnext Ltd. (“**us**” or “**we**”) which governs your use of our application (the “**App**”) which offers a tool to publicize or seek potential business cooperation.

For the purposes of this Agreement: (i) “**Content**” means App Content and User Content; (ii) “**User Content**” means any content that a User makes available through the App; (iii) “**Services**” refers to the App and other offerings and services provided on the App; and (iv) “**App Content**” means text, graphics, images, audio, video, and information as well as any other material that are posted, uploaded, generated, provided or otherwise made available via the Services.

By using the Services, you agree, without limitation or qualification, to be bound by the terms of this Agreement and our Privacy Policy that can be found at [part-next.com](http://part-next.com), each as may be amended from time to time in our sole discretion.

If you do not agree to the terms of this Agreement or the Privacy Policy, do not use the Services.

By using or attempting to use the Services, you certify that you are of age to legally contract, and you acknowledge that you have read, fully understood, and agree to be bound by this Agreement, as may be amended from time to time in our sole discretion. If you do not meet these requirements or, if, for any reason, you do not agree with the terms and conditions contained in this Agreement, please discontinue using the Services immediately.

#### Grant of Rights .2

##### Rights Grant and Limitations .2.1

Subject to you complying with all of the terms of this Agreement, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services, solely in accordance with the terms of this Agreement and only for your personal use. We reserve all rights, title and interest in and to the Services not expressly granted to you hereunder.

##### Registration .2.2

In order to use the Services, you must register and create an account (the “**Account**”). When using the Services, you agree that: (a) you provide true, accurate, and complete information about yourself; (b) you maintain and promptly update us to keep the information true, accurate, current, and complete; and (c) your use of the Services does not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your Account and/or refuse any and all current or future use of the Services (or any portion thereof), and the Services may not work in the manner they are supposed to work.

You may not authorize any third party to access or use the Services on your behalf. You are responsible for maintaining the confidentiality of your information (including the login information), including keeping it safe and secure to ensure it is not used by anyone else, and are fully responsible for all activities that occur under your Account, and agree to immediately notify us if you have reason to believe that there has been any unauthorized use or access to your Account, or any other breach of security. We will not be liable for any loss or damage arising from any unauthorized use of your Account. You shall be solely responsible and liable for any breach of this Agreement arising out of or resulting from any unauthorized use of your Account.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. From time to time, we may use this email address to send you notifications about updates and improvements, our news and events as well as other marketing materials. To the extent

you do not wish to receive any such notifications, you may unsubscribe at any time in accordance with the instructions that will be set forth in such notifications.

### Limitations .2.3

You are not permitted, nor may you allow any third party, to copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services, or any portion thereof. You may not sell, rent, lease, sub-lease, lend, redistribute, sublicense or otherwise transfer or allow the use by others of the Services, in whole or in part, on a permanent or temporary basis, whether or not for consideration. You are prohibited from, either by yourself or allowing a third party, to use our name, logos, or trademarks in any manner including, without limitation, in your advertising or marketing materials, except as we may otherwise explicitly approve in advance and in writing.

You specifically agree that each of the terms and conditions of this section are material and that failure to comply with these terms and conditions will constitute sufficient cause for us, *inter alia*, to immediately terminate the rights granted to you herein, cease providing you with the Services, and block your access to the App. The presence of this section will not be relevant in determining the materiality of any other provision or breach by either party.

### Use Restrictions .3

There are certain conducts which are strictly prohibited when using the Services. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result in the termination of your use of the Services (at our sole discretion) and may also expose you to civil and/or criminal liability.

#### General Restrictions .3.1

You may not (and you may not permit any third party to), unless otherwise explicitly permitted under this Agreement: (a) use the Services for any illegal, immoral, unlawful and/or unauthorized purposes; (b) post any Prohibited Content (as such term is defined below); (c) use the Services for non-personal or commercial purposes without our express prior written consent; (d) remove or disassociate, from the Content any restrictions and signs indicating our proprietary rights or of our licensors, including but not limited to any proprietary notices contained in such materials, and you represent and warrant that you will abide by all applicable laws in this respect; (e) interfere with or violate other Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Services and retrieve, index and/or data-mine information; (f) interfere with or disrupt the operation of the Services or the servers or networks that host the Services, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (g) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse you, your site, your business or any statement you make, or present false or inaccurate information about the Services; (h) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (i) bypass any measures we may use to prevent or restrict access to the Services; (j) 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, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to our proprietary rights, in any way or by any means, unless expressly permitted in the Agreement and/or under any applicable laws which expressly permits such actions; (k) frame or mirror any part of the Services without our prior express written authorization; (l) create a database by systematically downloading and storing all or any of the Content from the Services; (m) transmit or otherwise make available in connection with the Services 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; (n) use the Services for any purpose for which the Services are not intended; and/or (o) infringe and/or violate this Agreement.

Prohibited Content. The User are prohibited from uploading or otherwise posting any prohibited or illegal content, which includes any of the following content (as may be determined by us in our sole discretion) (“**Prohibited Content**”): .3.2

- consists of criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, gambling, harassment, stalking, spamming, spimming, or the theft/infringement of intellectual property; ●
- is patently offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; ●
- harasses or advocates harassment of another person; ●
- exploits people in a sexual or violent manner; ●
- contains nudity, violence, subject matter which violates contemporary community standards for decency or contains a link to an adult website; ●
- solicits personal information from anyone under 18; ●
- provides personal information, pictures, photographs, licenses, biographical information, telephone numbers, street addresses, last names, URLs, or email addresses of any individual without that individual’s prior written consent; ●
- promotes information that the User know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous; ●
- involves the transmission of “junk mail”, “chain letters”, or unsolicited mass mailing, instant messaging, “spimming”, or “spamming”; ●
- furtheres or promotes any criminal activity or enterprise or provides instructional information about illegal activities; ●
- interferes with, disrupts, or creates an undue burden on the Services or the networks or services connected to the Services; ●
- is an attempt to impersonate another person; ●
- is an unauthorized use of another person’s information; and/or; ●
- uses the Services in a manner inconsistent with any and all applicable laws and regulations. ●

We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending communication from the Services, terminating the use of the Services by such violator(s) and notifying the appropriate law enforcement agencies.

#### Termination; Suspension; Deletion .4

We may terminate the Services and/or your access to your Account, at any time, in our discretion. You may, at any time, deactivate your Account and cease using the Services. Notwithstanding the above, your use of the Services will automatically terminate if: (i) you fail to comply with any of the terms and conditions of this Agreement; or (ii) you become insolvent or generally fail to pay or admit in writing your inability to pay your debts as they become due.

Upon termination, for any reason, your access to your Account will be blocked, and the Services will be unavailable to you.

We may suspend your access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (i) there is risk to the security or privacy of your information; (ii) there is a threat to the security or integrity of our network or our servers; (iii) suspension is needed to protect the rights, property or safety, of our Users or the public; (iv) there is a basis for termination of your access to your Account; (v) you have violated this Agreement; and/or (vi) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account.

The parties agree that the following sections of the Agreement will survive the termination of this Agreement for any reason: 1, 2.3, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

Disclaimer .5

We make no endorsement, guarantee, representation, or warranty of any kind with regards to any App Content, or any other third-party content which may be available using the Services, and we assume no responsibility for any such content. If you rely on such content, you are doing so solely at your own risk, and you expressly relieve us from all liability arising from your use of any content. .5.1

You further understand and acknowledge that you may be exposed to content (including any other third-party content) which is inaccurate, offensive, indecent, or objectionable, and you agree to take such risk of exposure and hereby waive, any legal or equitable rights or remedies you have or may have against us with respect thereto, and agree to indemnify and hold us, our affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Services. .5.2

We do not provide any guarantee as to the result obtained using the Services, and we do not guarantee that the use of the Services will meet your requirements or expectations or achieve the intended purposes. We recommend that you consult with qualified professionals prior to offering any opportunity on the App, and prior to engaging or committing to any opportunity that you may come across on account of the Services. Any information available through the App is not offered as business or financial advice and should not be the basis for actual business activities. For the avoidance of doubt, any information you will share on the App will be deemed public domain. .5.3

You expressly waive and release any claim that you may have at any time against us. You hold us harmless us and their respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with the use of the Services. .5.4

Payment .6

All payment is made by you through a processing payment company. The payment processing company processes all credit card and debit card payment transactions and manages the routing of applicable customer information through the processing networks. We do not collect or store the credit card information of any User.

We will not be liable for any claims with regards to such payment, and you waive all claims you may have towards us with regards to any payment matters and/or any refund.

Proprietary Rights .7

It is agreed that the Services, the trademarks, service marks and logos contained therein are owned by or licensed to us subject to copyright and other intellectual property rights under the law. We reserve all rights not expressly granted in, and to, the Services and the App Content.

Except as otherwise provided in this Agreement, no part of the Services and the App Content may be copied, reproduced, uploaded, posted, publicly displayed, transmitted, or distributed in any way to any other computer, server, website, or other medium for publication or distribution or for any commercial use without our prior express written consent.

Availability .8

The Services' availability and functionality depends on various factors, such as communication networks. We do not warrant or guarantee that the Services will always operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free. We have the sole discretion to modify the Services at any time.

Disclaimer of Warranties and Limitations on Liability .9

#### No Warranties .9.1

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE APP CONTENT, INCLUDING ANY OFFERINGS ACCESSIBLE VIA THE APP ARE PROVIDED “AS IS” AND WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

#### No Liability for Damages .9.2

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS OR OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO INSTANCE WILL OUR CUMULATIVE LIABILITY EXCEED THE HIGHER OF THE AMOUNT PAID BY YOU TO US OVER THE PREVIOUS 12 MONTHS AND USD 1,000 DOLLARS.

#### Abbreviation of Statute of Limitations. .9.3

You agree that any cause of action arising out of or related to the use of the Services must commence within one (1) year after the cause of action occurs. otherwise, such cause of action is permanently barred. The provisions of this Section shall be deemed as a separate agreement regarding the shortening of the statutory period of limitations under Section 19 of the Israeli Statute of Limitations, 1958.

#### Feedback .10

You have no obligation to give us any suggestions, ideas, enhancement requests, recommendations, comments or other feedback (“**Feedback**”) relating to the Services. To the extent we receive any Feedback from you, we may use and include any such Feedback to improve the Services or for any other purpose. Accordingly, you hereby irrevocably, exclusively and on a royalty-free basis, assigns, all such Feedback to us and our affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback as it deems fit.

#### Indemnification .11

You agree to defend, indemnify, and hold us, our subsidiaries, affiliates, officers, directors, .11.1 employees, licensors and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including without limitation, attorney’s fees and costs, arising out of or in any way connected with (i) your access to or use of the Services; (ii) your violation of any term of this Agreement (including negligent or wrongful conduct); (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; (iv) any data collected using the Services; (v) your use of the App Content; (vi) a claim made by a party to a business cooperation; and (vii) uploading any Prohibited Content.

We reserve the right to assume the exclusive defense and control of any matter which is .11.2 subject to indemnification under this Section, and in such case, you will cooperate with all reasonable requests in assisting our defense of such matter.

You may not settle any claim for which we are entitled to indemnification hereunder or .11.3 admit to any facts in connection therewith without our prior written consent.

This Agreement will be governed by and construed in accordance with Israeli law without regard to conflict of law principles. Any disputes relating to this Agreement and the use of the Services will be subject to the exclusive jurisdiction of the courts of Tel Aviv. If any of the terms or conditions of this Agreement are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Agreement and the remaining terms will continue to apply. If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement may only be modified in writing signed by our authorized officer. You shall not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by you without our appropriate prior written consent will be null and void. We may assign this Agreement or all or any rights hereunder without restriction. This Agreement constitute the full and entire understanding and agreement between you and we with regard to the subject matters hereof, and replaces any prior agreement pertaining to the subject matter hereof. No purchase order or other form submitted by you will modify, supersede, add to or in any way vary this Agreement, unless specifically set forth therein. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof. Our failure to enforce any right or provision of this Agreement, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of this Agreement or any part thereof, or the right thereafter to enforce each and every provision. Any waiver of any provision of any term in this Agreement will be effective only if in writing. Any notice or other communication to be given hereunder will be in writing and given (i) by us via email (in each case to the address that you provide), or (ii) by you via email to [partnextapp@gmail.com](mailto:partnextapp@gmail.com) or to such other addresses as we may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

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