

TERMS OF USE

Last updated: August 25, 2023

These Terms of Use (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and INFOXITE LTD, a legal entity, duly incorporated in Cyprus under the company number HE450645, having its registered office at A.G. Leventi, 5 THE LEVENTIS GALLERY TOWER, 13th floor, Flat/Office 1301, Nicosia, Cyprus, 1097 (“Company,” “we,” “us,” or “our”), concerning your access to and use of the infoxite.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

By accessing the Site, you acknowledge that you have read, comprehended, and consent to abide by all the terms outlined in these Terms of Use.

IF YOU DO NOT CONCUR WITH THESE TERMS OF USE IN THEIR ENTIRETY, YOU ARE EXPLICITLY PROHIBITED FROM USING THE SITE, AND YOU MUST CEASE USING IT IMMEDIATELY.

The information presented on the Site is not meant to be shared with or used by any individual or entity in any jurisdiction or country where such sharing or usage would be against the law or regulations. Therefore, individuals who decide to access the Site from different locations are doing so at their own discretion and are solely accountable for adhering to relevant local laws if applicable.

CHANGES TO THE TERMS

We retain the right, at our sole discretion, to modify or revise these Terms of Use at any time and for any reason. Additional terms and conditions or documents that may be published on the Site periodically are explicitly included in these terms by reference. You will be informed of any changes through the update of the "Last updated" date in these Terms of Use, and you waive the right to receive individual notice of each modification.

Please ensure that you review the applicable Terms whenever you use our Site to understand which terms are in effect. Your ongoing use of the Site after revised Terms of Use are posted indicates that you are subject to and have been informed of and accepted the changes

USER DECLARATIONS

When using the Site, you assert and guarantee that:

1. You possess the legal capacity and agree to adhere to these Terms of Use.
2. You are not a minor in your jurisdiction of residence.
3. You will not employ automated or non-human methods, such as bots or scripts, to access the Site.
4. You will not exploit the Site for illegal or unauthorized purposes.
5. Your utilization of the Site will not infringe upon any applicable laws or regulations.

In case you provide information that is false, inaccurate, outdated, or incomplete, we reserve the right to suspend, terminate, and decline all current or future usage of the Site (or any part thereof).

INTELLECTUAL PROPERTY RIGHTS

Unless stated otherwise, the Site is our exclusive property, encompassing source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively referred to as "Content"), alongside the trademarks, service marks, and logos contained therein (referred to as "Marks"). These are either owned by us, controlled by us, or licensed to us. They are safeguarded by copyright and trademark laws, as well as other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and Marks are offered on the Site "AS IS" for your personal use and information.

Except as explicitly allowed in these Terms of Use, you are prohibited from copying, reproducing, aggregating, republishing, uploading, posting, displaying, encoding, translating, transmitting, distributing, selling, licensing, or exploiting any part of the Site, Content, or Marks for any commercial purpose without our explicit prior written consent. If you are eligible to use the Site, you are granted a limited license to access and use the Site, as well as to download or print a portion of the Content for personal, non-commercial use, provided you have gained access to it properly. All rights not expressly granted to you in relation to the Site, Content, and Marks are reserved by us.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

The following activities are Not Allowed:

1. Unauthorized use of the Site or its content.
2. Engaging in any form of automated access, such as bots or scripts.
3. Utilizing the Site for illegal or unauthorized purposes.
4. Violating any applicable laws or regulations.
5. Modifying, adapting, copying, distributing, or transmitting any part of the Site without permission.
6. *Posting* false, misleading, or harmful content.
7. Interfering with the functionality of the Site or its users.
8. Attempting to gain unauthorized access to accounts or data.
9. Impersonating others or falsely implying an association with us.

Engaging in these prohibited activities may result in your access to the Site being restricted or terminated.

CONTRIBUTION LICENSE

By using the Site, you acknowledge that we are authorized to access, store, process, and utilize any information and personal data you provide in accordance with the terms specified in the Privacy Policy.

When you submit suggestions or feedback about the Site, you consent to our use and distribution of such feedback for any purpose, without any obligation to compensate you. We do not claim ownership of your Contributions. You maintain complete ownership of all your Contributions, along with any intellectual property rights or other proprietary rights associated with them.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SITE MANAGEMENT

We maintain the right, though not the obligation, to:

- (1) Observe the website for breaches of these Terms of Use.
- (2) Initiate suitable legal measures against any individual who, at our exclusive judgment, infringes upon the law or these Terms of Use. This may encompass, but is not restricted to, reporting such a user to legal enforcement agencies.
- (3) At our exclusive discretion and with no limitations and solely at our discretion, to decline, control access to, restrict availability of, or deactivate (where technically feasible) any of your Contributions or any part thereof.
- (4) At our exclusive discretion and with no limitations, notice, or responsibility, we may eliminate from the Site or deactivate any files and content that are excessively large or place an undue burden on our systems.
- (5) Additionally, we will oversee the Site in a manner intended to safeguard our rights and assets, as well as to ensure the smooth operation of the Site.

TERM AND TERMINATION

These Terms of Use will continue to be fully valid and effective throughout your usage of the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE HOLD THE EXCLUSIVE RIGHT, AT OUR DISCRETION AND WITHOUT PRIOR NOTICE OR ACCOUNTABILITY, TO PROHIBIT ANY INDIVIDUAL'S ACCESS TO AND USE OF THE SITE (INCLUDING THE BLOCKING OF SPECIFIC IP ADDRESSES), FOR ANY RATIONALE OR WITHOUT REASON. THIS INCLUDES BUT IS NOT LIMITED TO, INSTANCES OF BREACHING ANY REPRESENTATION, WARRANTY, OR COMMITMENT OUTLINED IN THESE TERMS OF USE OR ANY RELEVANT LAWS OR REGULATIONS. WE MAINTAIN THE PREROGATIVE TO CONCLUDE YOUR UTILIZATION OR INVOLVEMENT IN THE SITE.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and defined following the laws of Cyprus.

You hereby agree to resolve any dispute arising out of or relating to this Terms promptly by negotiation. If the matter has not been resolved within thirty (30) calendar days of a request for negotiation, either Party (You or Company) may initiate proceedings or arbitration only as provided herein.

If any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof has not been resolved by negotiation, such dispute shall be settled by the court of competent jurisdiction in accordance with the law of Cyprus.

CONFIDENTIALITY

We precisely treat the confidential status of Personal data, provided by you, and shall make its best efforts to process it strictly for the purposes of the Services provision. Additional information thereupon may be found out in our Privacy policy.

We may be obliged to disclose your Personal data to the Governmental authorities, law enforcement authorities, data protection authorities, financial regulators, financial service providers and officials, and other authorized persons, as set forth in the Privacy Policy.

In an event we suspect you have violated the AML/KYC Policy, we shall report such behaviour and disclose relevant personal information to relevant Governmental authorities in accordance with the Applicable Legislation.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL WE, ALONG WITH OUR DIRECTORS, EMPLOYEES, OR AGENTS, BEAR RESPONSIBILITY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. THESE MAY ENCOMPASS BUT ARE NOT RESTRICTED TO LOST PROFITS, DECREASED REVENUE, DATA LOSS, OR OTHER HARM ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED ABOUT THE POTENTIAL OCCURRENCE OF SUCH DAMAGES. SPECIFIC STATE LAWS IN THE US AND INTERNATIONAL REGULATIONS MIGHT NOT PERMIT RESTRICTIONS ON IMPLICIT WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES. IF THESE

LAWS ARE APPLICABLE TO YOU, SOME OR ALL OF THE ABOVEMENTIONED DISCLAIMERS OR LIMITATIONS MIGHT NOT BE APPLICABLE, AND YOU COULD POSSESS ADDITIONAL RIGHTS.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, AND OTHER CONTENT IN THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF THE PROVIDER ("PROVIDER GROUP") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS IMPLIED OR COLLATERAL, RELATED TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE PROVIDER GROUP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PROVIDER GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SERVICE OR ANY WEB SERVICES LINKED TO THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE PROVIDER GROUP MAKES NO WARRANTIES OR CONDITIONS THAT YOUR USE OF SERVICE, OR THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, OR OTHER CONTENT IN THE SERVICE OR ANY WEB SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE PROVIDER GROUP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, OR OTHER CONTENT OF THE SERVICE OR ANY OTHER WEB SERVICE.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES AND CONDITIONS, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE ACCESSING THE SERVICE FROM THE EUROPEAN UNION OR OTHER JURISDICTIONS THAT DO NOT RECOGNIZE DISCLAIMERS OF CERTAIN WARRANTIES, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES.

MISCELLANEOUS

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and Provider relating to the matters contained here and the Site.

These Terms shall remain in force until terminated either by you or by us. Provider is entitled to terminate these Terms at any time at its own discretion without explaining the reasons thereof.

You are also responsible for complying with local laws, if and to the extent local laws are applicable.

CONTACT US

Any questions or concerns about these Terms should be brought to our attention by email to contact@infoxite.com and provide us with information relating to your concern.