

TERMS OF USE OF SERVICES

The following are the terms and conditions of access and use of the Services (as defined hereunder) (the "**Terms of Use**") which constitute a binding agreement between You, a User accessing and using our website at www.silvercl.com (the "**Website**"), and Silver Castle Ltd., a company incorporated under the laws of the State of Israel (the "**Company**"). These Terms of Use shall be deemed to have been read and agreed to by You, if you use the Services. "**You**" or "**User**" means a user browsing the Website or using the Services, whether for its own business or authorized on behalf of any corporation or any other entity; "**We**", "**Our**" and "**us**" means the Company, its parent corporations, subsidiaries and affiliates.

1. **Access and Use.** You must agree to this Terms of Use in order to use the Website or the Service (as defined hereunder). If you use the Service or click to accept or agree to this Terms of Use if presented to you in a user interface for the Service, we will understand this as your acceptance of this Terms of Use and your agreement to all of its terms and conditions. By accepting this Terms of Use or using the Website or the Service, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. If you do not accept this Terms of Use, then you may not use the Website or the Service. If you are using the Website or the Service on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such other entity to this Terms of Use. If you do not have such authority, then you may not use the Website or the Service on behalf of your employer or such other entity and you must discontinue all use of the Website or the Service immediately.

The Company hereby grants You a permission to use its Website and any services and/or information provided through the Website (the "**Services**") provided that You will not, nor attempt, whether yourself or through others: (i) disclose your user name and password to others and allow anyone other than you, directly or indirectly, to use the Services with your user name and password; (ii) copy or distribute any part of the Services, the Content, and any form and concept embodied therein, in any medium; other than as permitted through the Website as part of the Services (iii) alter or modify any part of the Website; and provided that You will otherwise comply with the terms and conditions of these Terms of Use; and (iv) You are 18 years old or older.

2. **Changes to the Services; Termination of the Services or of a Feature.** Company reserves the right, at its sole discretion, at any time to modify, improve and correct or discontinue, temporarily or permanently, the Services or any part thereof with or without notice. If Company, at its discretion, chooses to cease providing the current version of the Website or any of its features and/or specific functions, whether through discontinuation of the Services or by upgrading or downgrading the Website to a newer version. Features and/or functions of previous versions might be removed on future versions thereof. You agree that Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Website or any part of the Services.
3. **Cancellation.** You may cancel your account at any time, through the Website, such cancellation shall be entered into effect in accordance with your specific plan, all as set forth in the **Website**.
4. **User Accounts; Compliance and Monitoring**

4.1. In order to use the Service, you shall be required to create an account ("**Account**") by submitting certain details ("**Private Information**"). Company shall treat your Private Information in accordance to Company's Privacy Policy, available at ("**Privacy Policy**"). You must ensure that the details provided by You on registration or at any time are correct and complete and undertake to inform the Company of any changes to the information that You provided when registering and creating your User Account, by updating Your personal details.

Password and Account access details must be kept safe, secure and confidential at all times and must not be disclosed or shared with anyone. You hereby release the Company from any and all liability for any losses and/or damages caused to you or to your clients by any unauthorized access and/or use of Account(s). Although Company will not be liable for such losses, you may be liable for the losses of the Company or others due to such unauthorized use.

- 4.2. Company reserves the right to monitor Your use of the Services in as much as required to ensure that Your use of the Services is in accordance with the permitted uses as set forth herein and in the Website. In the event that it comes to Company's attention that You are using Your Account in contrary to these terms of Use, Company explicitly reserves the right at any time in its sole discretion to block use of any Account(s) or terminate Your use of the Services, without derogating from any other remedies available to Company according to any applicable law.
- 4.3. Notwithstanding the aforesaid, Company shall have the sole and absolute discretion to deny any User's registration and/or access to the Service or any future services of the Company or to discontinue any Service

for any Account or Accounts and block such Accounts for any reason whatsoever and at any time, without incurring any liability to Company.

5. **Use of Information**

5.1. Company may collect or receive information and data submitted by Users through the Services including without limitation Private Information, as set forth in the Privacy Policy, and as set forth herein. Any such information may be monitored, retrieved, analyzed and used by Company for creation of general statistics regarding use of the Service, utilization of Services and for purposes of establishing patterns of behavior, manner and fashion of use of the Services, and general statistics regarding to management activities made through the Services to the extent permitted by applicable law and subject to Company's Privacy Policy (all the foregoing, "**Extracted Information**"); for example, in order to determine popularity of certain features and improve the functionality and the quality of Services, delivering customized content and customized Advertising Material (as defined below), and for other purposes commercializing an monetizing upon such Extracted Information. By using the Services, User authorizes Company to include User's name, title, business name, contact information in data bases used for commercial purposes ("**Commercial Data Base**") including without limitation sending promotional information and advertisements.

5.2. At any time, any User is entitled to request, by furnishing a written notice to Company, via contact@silvercl.com, to withdraw this authorization and delete such Users' information from any such Commercial Data Base

6. **Use Limitations.**

6.1. The Service and the Content (as defined hereunder) may only be used as a tool for the purpose of providing information about cryptocurrencies and investments the terms and conditions herein ("**Purpose**") and the Service and Content may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of the Company. Company reserves all rights in and to the Service and the Content.

6.2. You may not use the Services for any of the following purposes including without limitation managing campaigns promoting or supporting any of the following purposes (the "**Prohibited Activities**"); Company disclaims any and all liabilities, losses and or damages with respect to any use of the Services which constitutes a Prohibited Activity.

6.2.1. Engaging in unlawful, indecent, obscene or other morally objectionable activities.

6.2.2. Disseminating any unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or illegal materials;

6.2.3. Transmitting material that encourages conduct which may constitute a criminal offence, result in civil liability or otherwise breaches any relevant law, regulation and/or code of practice;

6.2.4. Gaining unauthorized access to other computer systems;

6.2.5. Interfering with any other person's use of the Services;

6.2.6. Transmitting, junk mail, chain letters or "spam";

6.2.7. Making and/or transferring and/or storing electronic copies of materials protected by copyright without the express permission of the owner of the material, or otherwise making such use of the Services that infringes third parties intellectual property rights;

6.2.8. Circumvent, disable or otherwise interfere with security related features or other features of the use of Services, or enforce any limitations on use of or the Services.

7. **Third Party Services.** Company may make available to User, through the Services, software, applications and/or services provided and licensed by third parties ("**Third Party Services**"). The use of Third Party Services in or with the Services is subject to the applicable licenses, terms of use and conditions of such Third-Party services. In the event that no such third-party license agreements exist, the restrictions contained in this Agreement shall apply on all such Third-Party Services, *mutatis mutandis*. Company disclaims any warranty or representation with regards to any use of any of the Third-Party Services, which use is on an as-is basis. In as much as the Services contain links to Websites which are not operated by the Company ("**Third Party Websites**"), THE COMPANY SHALL NOT BEAR ANY RESPONSIBILITY OR LIABILITY WITH REGARDS TO ANY SUCH THIRD PARTY WEBSITES, THEIR CONTENTS, THE INFORMATION PRESENTED THEREIN, ETC., AND ANY USE OF ANY USER THEREOF, AND IN NO EVENT WILL THE COMPANY BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR IN CONNECTION WITH ANY USE OF ANY

SUCH THIRD PARTY SERVICES AND/OR THIRD PARTY WEBSITES OR ANY RELIANCE ON ANY INFORMATION PRESENTED THEREIN, AND ANY SUCH USE SHALL BE ON USER'S OWN DISCRETION, RISK AND RESPONSIBILITY.

8. **Intellectual Property Rights.** all right and title in the Services, and their content including without limitation, software (both source and object codes), scripts, graphics, form, text, content of text, and the like and any and all trademarks, copyrights, service marks and logos, (but excluding trademarks, service marks and logos provided by and owned by User) contained and embodied therein ("**Content**"), are owned by or licensed to the Company, and are subject to copyright and other intellectual property rights under Israeli laws, foreign laws and international conventions. **Warranty/Disclaimer**

8.1. THE SERVICE AND THE CONTENT ARE PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY. OTHER THAN AS OTHERWISE EXPLICITLY PROVIDED IN THESE TOU, TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AGENTS AND AFFILIATES ("**COMPANY INDEMNITEES**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND CONTENT, AND THE USE THEREOF, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PURPOSE OR A PARTICULAR CAUSE, OR OTHERWISE. IN ADDITION TO AND WITHOUT DEROGATING FROM THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF THE LEVEL OF SUCCESS YOU MAY OR WILL ACHIEVE BY USING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO GUARANTEE THAT ANY RESULT OF PERFORMANCE SHALL BE ACHIEVED USING THE SERVICES, AND COMPANY ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR NON-IMPROVEMENT OR DIMINUTION OR EVEN FAILURE IN THE PERFORMANCE OF YOUR BUSINESS AND/OR MANAGEMENT ACTIVITIES THROUGH THE USE OF THE SERVICES.

8.2. COMPANY AND COMPANY INDEMNITEES ASSUME NO LIABILITY OR RESPONSIBILITY FOR (I) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE AND THE SERVICE BY ANY THIRD PARTY, OR USER, (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT, AND/OR (V) ANY LOSS OR DAMAGE OF ANY KIND INCURRED EITHER AS A RESULT OF USE BY USER, THROUGH THE SERVICE, OF ANY MATERIALS PROVIDED BY USER, OR AS A RESULT OF ANY INCORRECT OR FAULTY INFORMATION PROVIDED BY USER

8.3. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR, NOR IS IT A PARTY TO ANY TRANSACTION CONCERNING (I) ANY PRODUCT OR SERVICE THE SUBJECT MATTER OF ANY MANAGEMENT ACTIVITY MANAGED THROUGH THE SERVICE, (II) THE CONTENT OF ANY UPLOAD AND/OR OUTPUT MANAGED THROUGH THE SERVICES INCLUDING ANY HYPERLINKED OR FEATURED CONTENT IN ANY BANNER OR OTHER ADVERTISING MANAGED THROUGH THE SERVICE.

9. **Limitation of liability.** WITHOUT DEROGATING FROM ANY OTHER LIMITATION OF LIABILITY EXPRESSLY SET FORTH HEREIN UNDER THESE TERMS OF USE IN NO EVENT SHALL THE COMPANY AND COMPANY INDEMNITEES BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE SERVICES HEREIN, AND/OR RESULTING FROM USER'S ENGAGEMENT WITH ANY THIRD PARTY AND/OR THE USE OF USER OR RELIANCE OF USER ON ANY THIRD PARTY CONTENT, WHETHER ANY OF THE FOREGOING IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, COMPANY IS FOUND LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS OF USE, IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEES PAID TO COMPANY BY USER DURING THE SIX (6) MONTHS PRECEDING THE EVENT, WHICH IS THE SUBJECT MATTER OF SUCH CLAIM. YOU AND THE COMPANY AGREE THAT ANY CLAIM BASED ON CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, OR THESE TERMS OF USE, WHETHER IN CONTRACT, IN TORT OR IN GENERAL UNDER APPLICABLE LAW, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. COMPANY MAKES NO REPRESENTATIONS THAT THE SERVICE IS LEGALLY OR OTHERWISE APPROPRIATE OR AVAILABLE FOR USE IN YOUR LOCATION. THOSE WHO ACCESS OR USE THE SERVICE MAY DO SO AT THEIR OWN FREE WILL AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

10. **General.** Any claim or dispute brought by You against Company that arises in whole or in part from or in connection with the Website and/or the Services or these Terms of Use shall be subjected to the exclusive

jurisdiction of the competent courts of Tel Aviv, Israel, without giving effect to rules of conflict of laws. Any claim or dispute brought by Company against you that arises in whole or in part from or in connection with the Website and/or Services or these Terms of Use shall be subjected exclusively to either the jurisdiction of the competent courts of Tel Aviv, Israel, or the jurisdiction of the competent courts at defendant's domicile, at Company' sole and exclusive discretion, without giving effect to rules of conflict of laws. The parties hereto further agree that such courts shall interpret these Terms of Use with accordance and subject to the laws of the State of Israel. If any provision of these Terms of Use is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Company reserves the right to amend and/or update these Terms of Use at any time and without notice, your use of the Services following any amendment of these Terms of Use will signify Your assent to and acceptance of its revised terms. These Terms of Use, and any rights granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction including any claim Company may have against any User. For any questions, please contact us at by electronic mail at: contact@silvercl.com.
