

Orbs Guardian Portal Terms of Use

Last Revised: March 27, 2022

Orbs Ltd. and its affiliates (“**Orbs**”, “**we**”, “**our**”) welcome you (the “**User(s)**”, or “**you**”) to our Orbs Guardian Portal application at <https://guardians.orbs.network/> (the “**Site**”). Our Site provides information and offers an Orbs Guardian Portal application that can be utilized to interact with our platform. Each of the Site's Users may use the Site in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site (as further detailed below), you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** available at <https://orbs.com/assets/docs/guardians-registration/V3-Orbs-Guardian-Website-privacy-policy.pdf> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these Terms constitute a binding and enforceable legal contract between Orbs and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE IN ANY MANNER.**

The Site is available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization) and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms on your and your organization's behalf and to form a binding agreement under any applicable law, to use the Site in accordance with these Terms, and to fully perform your obligations hereunder.

For the avoidance of doubt, any act or omission performed by you in connection with the Site shall obligate your organization.

2. The Site and the Platform

Orbs offers an innovative decentralized network platform providing blockchain Infrastructure as a Service (IaaS) for large scale consumer applications and other business uses (the “**Platform**” or the “**Orbs Network**”), that uses a blockchain token for its operations (“**Orbs Tokens**”). The Platform includes a mechanism whereby holders of Orbs Tokens participate in the security, operation and governance of the Platform, in accordance with the terms and conditions set forth at <https://www.orbs.com/proof-of-stake-ecosystem/> and in the Orbs Network Terms of Use or such other terms and conditions as may be in effect from time to time (the “**Orbs Proof-of-Stake Universe**”). More information about the Orbs Proof-of-Stake Universe is available here: <https://www.orbs.com/orbs-universe/>. Among the participants in the Orbs Proof-of-Stake Universe are the “**Orbs Guardians**”, who, among other things, participate in the Platform’s consensus process, process transactions and other operations on the Platform and ensure the operation and security of the Orbs Network, including by voting in Guardian elections based on the Platform’s protocol in which voting power is proportionate to the number of Orbs Tokens associated with such Guardian. Holders of Orbs Tokens (“**Delegators**”) may delegate their votes to one or more Orbs Guardians. Orbs Guardians receive rewards in the form of Orbs Tokens for providing these services and also receive rewards in the form of Orbs Tokens that may be distributed to their respective Delegators from time to time.

The Site allows you to participate in the Orbs Proof of Stake Universe by registering as an Orbs Guardian and conducting certain operations in connection with that role, such as setting the schedule and amounts of rewards for Delegators, and may provide you with certain information regarding, *inter-alia*, Orbs' Platform and the Orbs Proof-of-Stake Universe, and may include any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the “**Content**”).

These Terms of Use relate solely to the Site and its use. Use of the Platform and any activity thereon is subject to the **Orbs Network Terms of Use** which are available at <https://github.com/orbs-network/orbs-network-go/blob/master/NETWORK-TOU.md>.

For the avoidance of doubt, the Site currently serves mainly as an informative marketing tool and to streamline the registration and other administrative processes for Orbs Guardians, and, unless otherwise explicitly indicated in a specific location within the Site, engagements of any sort with us shall only be created on a first person basis (e.g. through a User's meeting or discussion with our representative). The Content does not bind Orbs in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between Orbs and you, only information supplied by Orbs on a first-person basis shall prevail.

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO ORBS OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS. ORBS WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE CONTENT AVAILABLE THEREIN.

YOUR USE OF THE PLATFORM AND/OR THE SITE AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

Note: Use of our Site is currently free of charge. However, we reserve the right to charge fees for certain features or platform available via our Site in the future. You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

3. Orbs Guardian Registration and Administration

On the Site, you will have the ability to access and use a non-custodial application designed by us that can be used to participate in the Orbs Universe proof-of-stake ecosystem by registering as an Orbs Guardian and taking certain actions to administer the rewards of Orbs Tokens receivable by you and your Delegates (the “**Orbs Guardian Portal**”).

The Orbs Guardian Portal provides potential Guardians to register as a Guardian on the Ethereum blockchain and/or the Polygon blockchain. The Orbs Guardian Portal connects to the Ethereum blockchain or the Polygon Blockchain, where Orbs Tokens reside, through providers that provide a connection to the Ethereum blockchain or the Polygon Blockchain, such as the MetaMask application (each, an “**Ethereum Provider**” or a “**Polygon Provider**”, as applicable). Ethereum Providers and Polygon Providers are electronic wallets, which allow you to purchase, store, and engage in transactions using Ethereum cryptocurrency or the Matic cryptocurrency and other blockchain tokens based on the Ethereum protocol. You will not be able to engage in any transactions in the Orbs Guardian Portal other than through an Ethereum Provider or a Polygon Provider. The Orbs Guardian Portal will only recognize you as a user and you will only be able to interact with the Orbs Guardian Portal if your Ethereum or Polygon electronic wallet is connected to and unlocked through your Ethereum Provider or Polygon Provider account. There is no other way to sign up or to interact directly with the Orbs Guardian Portal.

Public Nature of Transactions: Transactions that take place through the Orbs Guardian Portal are managed and confirmed via the Ethereum blockchain or the Polygon blockchain, as applicable. You understand that your Ethereum or Polygon public address will be made publicly visible whenever you engage in a transaction on the Orbs Guardian Portal.

Non-Custodial: The Orbs Guardian Portal is not a “web wallet”. You do not create an account or give us your funds to hold onto. No data leaves your computer / your browser. At no point will Orbs ever take custody of Orbs Tokens through the Orbs Guardian Portal. We make it easy for you to create, save, and access your information and interact with the Platform. You acknowledge that Orbs is not responsible for transferring, safeguarding, or maintaining your private keys or any digital currency associated therewith. If you lose, mishandle or have stolen associated digital currency private keys, you acknowledge that you may not be able to recover associated digital currency, and that Orbs is not responsible for such loss. You acknowledge that Orbs is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

When you register as a Guardian, administer the distributions of rewards to Delegators or otherwise execute a transaction on the Ethereum blockchain, the Polygon blockchain or the Platform through the Orbs Guardian Portal, you may be required, through your Ethereum Provider, to utilize a cryptographic private and public key pair to execute such transaction via the Ethereum blockchain, the Polygon blockchain or the Platform. **YOU MUST STORE, OUTSIDE OF THE SERVICES, A BACKUP OF ALL CREDENTIALS, INCLUDING YOUR PASSPHRASES, IDENTIFIERS, BACKUP PHRASES, PRIVATE KEYS AND NETWORK ADDRESSES ASSOCIATED WITH YOUR PUBLIC AND PRIVATE KEY PAIR.** If you do not maintain a backup of this data outside of the Orbs Guardian Portal, you may not be able to take actions from your Guardian Address previously registered or change the parameters of the distribution of rewards to Delegators, using the Orbs Guardian Portal or otherwise. We are not responsible for maintaining this data on your behalf.

YOUR PRIVATE KEYS WILL REMAIN IN YOUR POSSESSION AND THEIR SECURITY IS YOUR RESPONSIBILITY – ALWAYS BACKUP YOUR KEYS.

Dependence on Third Party Applications: The Orbs Guardian Portal connects to your Ethereum Provider or Polygon Provider, which provides a platform for managing accounts on the Ethereum blockchain or the Polygon

blockchain, through a website and browser plugin. By connecting through Ethereum Providers or Polygon Providers, the Orbs Guardian Portal is able to effectuate registration, distribution of rewards, and other actions taken by you with respect to the Platform, your registration as an Orbs Guardian and the Orbs Tokens. If you do not log on to the Orbs Guardian Portal with the correct browser for your Ethereum Provider or Polygon Provider (such as, in the case of MetaMask, Google Chrome or Mozilla Firefox) and/or if the browser does not have an Ethereum Provider or Polygon Provider extension installed, you will not be recognized by the Orbs Guardian Portal and you will not be able to interact with the Orbs Guardian Portal in any way.

Ethereum Providers and Polygon Providers are third-party applications that are not under the control of Orbs. Orbs does not own and does not control any Ethereum Provider, any Polygon Provider or any of the following third-party products used for the function of the Orbs Guardian Portal: Coinbase, Google Chrome, Mozilla Firefox, the Ethereum blockchain, the Polygon blockchain or any other third-party site, product or service that you may choose to access, visit, or use for the purpose of interacting with or using the Orbs Guardian Portal. Accordingly, by using the Orbs Guardian Portal, you acknowledge that Orbs has no control over, and no duty to take any action regarding any transaction engaged in through any Polygon Provider's or Ethereum Provider's functionality. Orbs and its affiliates will not be held liable, and are not liable, for the acts or omissions by any Ethereum Provider, any Polygon Provider or any other third party, nor are we liable, or will we be held liable, for any damage that you may suffer as a result of interacting with or using any of the mentioned or unmentioned third parties. You are solely responsible for the safety and security of your Ethereum Provider or Polygon Provider wallet and/or any other service you utilize to interact with the Orbs Guardian Portal or the Platform.

You should review your Ethereum Provider's or Polygon Provider's terms of use and privacy policy. For example, MetaMask's terms of use and privacy policy are available here: <https://metamask.io/terms.html> and here <https://metamask.io/privacy.html>, respectively.

You are solely responsible for the safety and security of your actions with the Orbs Guardian Portal.

Risk Disclosures Relating to the Orbs Guardian Portal. By utilizing the Orbs Guardian Portal or interacting with the Orbs Guardian Portal or the Platform in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, like the Orbs Tokens, Ether (ETH), Matic and Bitcoin (BTC), smart contract based tokens such as those that follow the Ethereum Token Standard, and blockchain-based software systems, including, but not limited to, the following risks:

- A. In order to be completed, any transaction created with the Orbs Guardian Portal must be confirmed and recorded on the Ethereum blockchain, the Polygon blockchain and/or the Platform. Such networks are decentralized, peer-to-peer networks operated by independent third parties, which are not owned, controlled or operated by Orbs.
- B. Orbs does not control the actions of any Orbs Guardians and Validators on the Platform or nodes on the Ethereum blockchain or the Polygon blockchain and therefore cannot and does not ensure that any transaction details you submit via the Orbs Guardian Portal will be confirmed on the relevant networks. The transaction details you submit via the Orbs Guardian Portal may not be completed, or may be substantially delayed, by one or both of the applicable networks used to process the transaction. We do not guarantee that the Orbs Guardian Portal can transfer title or right in the Orbs Tokens or make any warranties whatsoever with regard to title.
- C. Once transaction details have been submitted via the Orbs Guardian Portal, we cannot assist you to cancel or otherwise modify your transaction or transaction details.

No Password Retrieval. With respect to the Orbs Guardian Portal, Orbs does not receive or store any Orbs Guardian Portal password, nor any keys, network addresses or transaction history. We cannot assist you with any form of password retrieval. You are solely responsible for remembering, storing and keeping secret your passwords and credentials. Any Orbs Tokens you have associated with such Orbs Guardian Portal may become inaccessible if you do not know or keep secret your applicable private keys, passwords and credentials, and your ability to function as an Orbs Guardian, receive rewards and distribute rewards to your Delegators will be compromised. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier or password) can potentially engage in unauthorized actions with respect to your Orbs Guardian activities and your Orbs Tokens rewards. .

When you engage with the Orbs Guardian Portal, you must: (a) use strong passwords and credentials; (b) provide accurate and truthful information; (c) protect and keep secret all credentials; (d) protect access to your device and your wallet; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your

wallet; and (f) use the backup functionality provided through the wallet and safeguard your backup files. You agree to take responsibility for all activities that occur through the Orbs Guardian Portal and accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted by law.

Fees. Orbs does not currently charge a fee for the Orbs Guardian Portal or transactions conducted therein. However, we reserve the right to do so in the future, and in such case shall display to you any applicable fees prior to you incurring the fee. Network fees (including, without limitation, “gas” or “miner’s fees”) required to use the Platform, the Polygon blockchain or the Ethereum blockchain may apply to a transaction. We may attempt to calculate such a fee for you. Our calculation may not be sufficient, or it may be excessive. You may select a greater or lesser fee. You are solely responsible for selecting and paying any such fee and Orbs shall neither advance nor fund such a fee on your behalf, nor be responsible for any excess or insufficient fee calculation.

Be safe & secure: If you elect to utilize the Orbs Guardian Portal, we highly recommend that you educate yourself on blockchain industry standard recommendations on how to be proactive about your security.

We are not responsible for any loss: The Platform, the Orbs Token, the Orbs Guardian Portal, the Ethereum blockchain, the Polygon blockchain, Polygon Providers and Ethereum Providers are still under active development (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data and (d) may be modified at any time, including through the release of subsequent versions, all with or without notice to you. While we have thoroughly tested the Orbs Guardian Portal, there is always the possibility something unexpected happens that causes your or your Delegators’ Orbs Tokens to be lost. Please do not spend more to acquire Orbs Tokens than you are willing to lose, and please be careful.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION OF THE TERMS, THE ORBS GUARDIAN PORTAL SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE ORBS GUARDIAN PORTAL SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION OF THE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND THE ORBS GUARDIAN PORTAL. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE, THE PLATFORM AND THE ORBS GUARDIAN PORTAL MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, THE PLATFORM AND THE ORBS GUARDIAN PORTAL IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ORBS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF ORBS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE, THE APP OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR THE ORBS GUARDIAN PORTAL; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, THE ORBS GUARDIAN PORTAL; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE, THE ORBS GUARDIAN PORTAL OR THE SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE, THE ORBS GUARDIAN PORTAL OR THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

4. Use Restrictions

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

- **Unless otherwise explicitly permitted under these Terms or in writing by Orbs, you may not (and you may not permit anyone to):** (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of Orbs or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or violate 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 Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Orbs endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by Orbs on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (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 Orbs' proprietary rights, including Orbs' Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content on any other site or networked computer environment for any purpose without Orbs' prior written consent; (l) create a browser or border environment around Orbs Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or the Content; (n) frame or mirror any part of the Site without Orbs' prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) transmit or otherwise make available in connection with the 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; (q) use the Site, register as a Guardian, or receive any awards, if you are a citizen, resident of or otherwise located in: (i) the State of Israel; or (ii) any country or region subject to comprehensive sanctions, including, but not limited to, the Crimean region of Ukraine, Cuba, Iran, Lebanon, North Korea, Sudan and Syria; (r) use the Site for any purpose for which the Site is not intended; and/or (s) infringe and/or violate any of the Terms.

5. Minors

The Site is intended for Users over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

6. Contacting us via the Site

In order to contact us, please email us at: hello@orbs.com.

7. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site. Our

policy and practices and the type of information collected are described in details in our **Privacy Policy** at [\[Insert Link\]](#) which is incorporated herein by reference. You agree that Orbs may use personal information that you provide or make available to Orbs in accordance with the Privacy Policy. If you intend to access or use the Site you must first read and agree to the Privacy Policy.

8. Intellectual Property Rights

The Site, the Content, the Orbs Guardian Portal and Orbs' proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to Orbs and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by Orbs and its licensors.

The Terms do not convey to you an interest in or to the Orbs' Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of Orbs' Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Orbs ("**Feedback**"), Orbs shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Orbs current or future products, technologies or platform and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Orbs to comply with any additional obligations with respect to any Orbs current or future products, technologies or platform that incorporate any Feedback.

9. Trademarks and Trade names

Orbs' marks and logos and all other proprietary identifiers used by Orbs in connection with the Site, the Platform and the Orbs Guardian Portal ("**Orbs' Trademarks**") are all trademarks and/or trade names of Orbs, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to Orbs' Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

10. Linking to Orbs' Site and links to Third Party Sites

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or platform by Orbs, and does not portray Orbs in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to Orbs' Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein may permit our Users to leave this Site and enter non-Orbs sites or platform. Those linked sites and platform are provided solely as a convenience to you. These linked sites and platform are not under the control of Orbs and it is not responsible for the availability of such external sites or platform, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and platform or any link contained in linked sites or service. In addition, Orbs is not responsible or liable for such linked sites and platform' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, platform and content and your dealings with such third parties are at your sole risk and expense. Orbs reserves the right to terminate any link at any time. You further acknowledge and agree that Orbs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any platform, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and platform provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and platform, inter alia, in order to know what kind of information about you is being collected.

11. Availability

The Site's availability and functionality depends on various factors, such as communication networks. Orbs does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

12. Changes to The Site

Orbs reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Orbs shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein. You hereby agree that Orbs is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

13. Disclaimers and No Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, THE CONTENT AND THE ORBS GUARDIAN PORTAL ARE PROVIDED ON AN “AS IS”, “**WITH ALL FAULTS**” AND “**AS AVAILABLE**” BASIS, AND ORBS, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, “**ORBS' REPRESENTATIVES**”), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

WE NOTE THAT THESE TERMS GOVERN SOLELY THE USE OF THE SITE AND THE ORBS GUARDIAN PORTAL. ALL DISCLAIMERS AND WARRANTIES REGARDING ANY PLATFORM OF ORBS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS REFLECTED IN A SEPARATE AGREEMENT.

WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SITE, THE CONTENT AND/OR THE ORBS GUARDIAN PORTAL IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE OR THE ORBS GUARDIAN PORTAL, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON AND/OR THE ORBS GUARDIAN PORTAL OR THROUGH THE SITE OR THE ORBS GUARDIAN PORTAL (INCLUDING THAT THE RESULTS OF USING THE SITE OR THE ORBS GUARDIAN PORTAL WILL MEET YOUR REQUIREMENTS). ORBS AND ORBS' REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE AND THE ORBS GUARDIAN PORTAL, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE AND THE ORBS GUARDIAN PORTAL, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND/OR INFORMATION DISPLAYED WITHIN THE SITE OR ON THE ORBS GUARDIAN PORTAL.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN ORBS.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE, THE CONTENT THEREIN AND/OR THE ORBS GUARDIAN PORTAL IS ENTIRELY AT YOUR OWN RISK.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

14. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL ORBS, INCLUDING ORBS' REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SITE, THE ORBS GUARDIAN PORTAL AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE, THE ORBS GUARDIAN PORTAL AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE OR THE ORBS GUARDIAN PORTAL TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR FAILURE OF ORBS TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF ORBS OR ORBS' REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ORBS OR ORBS' REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, ORBS' AND ORBS' REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE, THE ORBS GUARDIAN PORTAL AND/OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO ORBS FOR USE OF THE SITE OR \$US 1.00, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM ORBS' REPRESENTATIVES.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

15. Indemnification

You agree to defend, indemnify and hold harmless Orbs, including Orbs Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site, the Orbs Guardian Portal and/or the Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of the Site or the Orbs Guardian Portal; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Orbs Guardian Portal. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

16. Amendments to the Terms

Orbs may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site or the Orbs Guardian Portal on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

17. Termination of these Terms and the Termination of the Site's operation

At any time, Orbs may without notice discontinue your use of the Site or the Orbs Guardian Portal, at its sole discretion, in addition to any other remedies that may be available to Orbs under any applicable law.

Additionally, Orbs may at any time, at its sole discretion, cease the operation of the Site or any part thereof, including the Orbs Guardian Portal, temporarily or permanently, delete any information or Content from the Site or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Orbs does not assume any responsibility with respect to, or in connection with the termination of the Site's or the Orbs Guardian Portal's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

18. General

(a) These Terms constitute the entire terms and conditions between you and Orbs relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Orbs, (b) any claim relating to the Site, the Orbs Guardian Portal or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site or the Orbs Guardian Portal will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of Tel Aviv – Yaffo, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Orbs may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. 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, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Orbs, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

19. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to hello@orbs.com.