

TERMS OF USE

Sale-Up Ltd. (together with any subsidiaries or affiliated companies "**Sale-Up**") ("**Sale-Up**", "**we**", "**our**", "**Company**") welcomes you (the "**User(s)**", or "**you**") to our website located at <http://getsaleup.com/> (the "**Site**"). Each of the Site's Users may use the Site only in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** (the "**Privacy Policy**") (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 Sale-Up 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 possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law.

2. The Site

3. Our Site offers an information details about SaleUp App and services. The Site also includes binary code, compilation of data or visual display resulting from the operation of the Site, and other associated materials, specifications and documentation.
4. The Service may include the sending of push-notifications, messages, emails, alerts via various means of communication. You can deactivate the push-notifications at any time by changing the notification settings on your device.
5. In addition, the Service may include third party commercials and/or referrals by Sale-Up to third parties, including, potential commercial organizations, which may contact you with certain offers and/or proposals regarding issues that are (but not necessarily) in Sale-Up's and/or the Site's fields of activities, including, without limitation
6. (Collectively: the "**Service**")

THE CONTENT OF THE SERVICE, INCLUDING ANY INFORMATION, MATERIAL, DATA AND THE RESULTS OF THE USER'S USE OF THE SITE, IS MADE AVAILABLE FOR PERSONAL USE ONLY.

SALE-UP DOES NOT, EITHER EXPRESSLY OR IMPLICITLY, ENDORSE, RECOMMEND OR IN ANY MANNER ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT, OR IN CONNECTION WITH, THE USE OF THE SERVICE AND/OR THE SITE AND/OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE USE OF THE SERVICE.

7. In order to use the Service you acknowledge and agree that you will be required to provide the Company with certain information, including personally identifiable information. You expressly acknowledge and agree that in order for Sale-Up to provide the Service, Sale-Up may have to access and/or use the information you provided to Sale-Up. A comprehensive explanation regarding the information that we collect from our Users appears in our Privacy Policy.

The Services may be subject to payment of fees, one-time or subscription, as shall be determined by Sale-Up in its sole discretion (the “**Fee**”). If you purchase any Services, you agree to Sale-Up or its third party service providers, storing and updating your payment card information. You expressly agree that Sale-Up is authorized to charge You (i) the Fee, (ii) any other fees for Services you may purchase, and (iii) any applicable taxes in connection with your use of the Services to the payment card you provide and to reimburse us for all collection costs and interest for any overdue amounts (if any). In addition, 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 with the applicable rates charged by your respective third party internet and data usage service provider as may be from time to time.

The Site also provides comprehensive information regarding Sale-Up and resources such as Q&A, and may include any other content related thereto such as contact information, videos, text, 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**”). In addition, we may offer a User, who provides his/her e-mail address, updates via e-mail regarding any Sale-Up's developments, etc.

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

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

8. Grant of License

Subject to the terms and conditions of these Terms, Sale-Up hereby grants you a personal, non-transferable, non-commercial, non-exclusive, fully revocable, royalty-free, limited license to (i) use the Site on your authorized mobile phone, device or tablet that you own or control, solely for the limited purpose of using the Site for your personal use, and for no other purpose, strictly in accordance with the Terms and applicable law; and (ii) use the Service and the Content provided in the Site in accordance with the Terms.

The Terms do not convey to you any interest in or to the Company Intellectual Property (as defined below) but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law.

Sale-Up has no obligation to provide upgrades or new releases of the Site under these Terms.

9. Use Restrictions

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

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (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 without Sale-Up's express prior written consent; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of Sale-Up or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®), and you represent and warrant that you will abide by all applicable laws in this respect; (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 the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Service; (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, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by Sale-Up 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 Sale-Up's proprietary rights, including Sale-Up's Intellectual Property (as such term is defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose without Sale-Up's prior written consent; (l) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or Content; (m) create a database by systematically downloading and storing all or any of the Content from the Site; (n) 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; (o) use the Service for any purpose for which the Site and/or the Service is not intended; (p) use the Site by means of automated methods; and/or (q) infringe and/or violate any of the Terms.

TO REMOVE ANY DOUBT, YOU ARE SOLELY RESPONSIBLE FOR USING THE SITE IN ACCORDANCE WITH ALL APPLICABLE INTERNATIONAL, FEDERAL, STATE AND LOCAL LAWS.

You represent that you are using the Site for its intended purpose. If you are registering or using the Site on behalf of a company, institution or other organization, you represent that you have authority to confirm and accept these Terms and may bind such company, institution or other organization hereunder by your actions.

10.

11.

12. Intellectual Property Rights

The Site, the Content and the Company's 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, and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

13. Trademarks and Trade Names

14. “Sale-Up” Technology TM, Sale-Up’s marks and logos and all other proprietary identifiers used by the Company in connection with the Service (“**Company Trademarks**”) are all trademarks and/or trade names of the Company, 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 the Company Trademarks and the Third-Party. Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the Company Trademarks or Third Party Marks and therefore you will avoid using any of those marks.

15. Usage Rules

Since you are opening the Site from a third party platform, service provider or distributor (“**Platform Provider**”) your use of the Site may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the Site (“**Usage Rules**”). It is your responsibility to determine what Usages Rules are applicable to your use of the Site. You undertake to comply with all the applicable Platform Provider's Usage Rules and the Usage Rules applicable to your use of the Site are incorporated herein by reference. In the event of a conflict between the Terms and the terms of any applicable Usage Rules, which relates solely to the Platform Provider's representations, warranties, restrictions on use of the Site, obligations, limitation of liability (to the extent applicable to the Platform Provider) and/or other provisions that impose any responsibility on the Platform Provider, the terms of the applicable Platform Provider's Usage Rules shall prevail. You represent that you are not prohibited by any applicable laws or Usage Rules from downloading and/or using the Site. Any use of the Site by anyone prohibited by any applicable laws or Usage Rules from using the Site is expressly prohibited.

16. Special Provisions Relating to Third Party Components

The Site may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Site is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Site and Sale-Up disclaims all liability related thereto. You acknowledge that Sale-Up is not the author, owner or licensor of any Third Party Components, and that Sale-Up makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Site or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

17. 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 and/or the Service. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at: <http://getsaleup.com/> which is incorporated herein by reference. If you intend to connect to, access or use the App and/or the Service you must first read and agree to the Privacy Policy.

18. Login Information and Access

Sale-Up may issue to you, or prompt you to provide, a username/password for login to download, access and use the Site. Sale-Up will protect as confidential any personally identifying information that you may provide to complete the applicable online forms to establish your username/password or account with Sale-Up ("**Account Data**"), which Account Data shall continue to be owned by you. You agree to provide, maintain and update true, accurate, current and complete Account Data, and represent that you will not misrepresent your identity or your affiliation with any person or entity. Sale-Up reserves the right to authenticate any information you provide. You shall be responsible for all use and access of the Site by means of the usernames/passwords issued to you. You will notify Sale-Up promptly of any unauthorized use of your username/password or account or any other known or suspected breach of security, or other occurrence requiring username/password or account cancellations or changes. Sale-Up cannot and does not assume any responsibility or liability for any information submitted by someone who has fraudulently accessed your account or for any third party's fraudulent use or misuse of information submitted by you.

19. Feedback

Sale-Up may ask for your feedback regarding your use and evaluation of the Site, including, without limitation, any problems encountered in the Site (the "**Evaluation Data**"). If such Evaluation Data is provided to Sale-Up, it will be deemed and remain the sole property of Sale-Up, and will not be subject to any obligation of confidence on the part of Sale-Up. Additionally, Sale-Up shall have all ownership, right, title and interest in and to the Evaluation Data and any and all intellectual property and proprietary rights thereto and therein. You hereby transfer and assign to Sale-Up any and all intellectual property rights you may have in and to the Evaluation Data and agree to cooperate with Sale-Up to perfect Sale-Up's sole and exclusive ownership in and title to the Evaluation Data.

20. Transfer Restrictions

You may not sublicense, delegate, assign or otherwise transfer these Terms, the license granted herein, or any other rights or obligations under these Terms, in whole or in part.

21. Export and the Location of the User

The Site may be subject to export control laws of the State of Israel and/or may be subject to additional export control laws applicable to the User or in the User's jurisdiction, including, without limitation, the United States. The User agrees that he/she/it will not transfer, or export the Site into any country, or make available or use the Site in any manner, prohibited by applicable laws.

In addition, the User represents and warrants that (i) he/she/it is not located in a country that is subject to a U.S. Government and/or other governments' embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) that the User is not listed on any U.S. Government and/or other governments' list of prohibited or restricted parties.

22. Amendments to the Terms

23. The Company 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 the event 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 the 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" and your continued use of the Site 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 law and without any prior notice.

24. Termination or Suspension of your Account, Termination of these Terms and the Termination of the Sites's operation

These Terms shall remain in effect until terminated as set forth herein. Your failure to comply herewith shall terminate your license and these Terms. In the event of your failure to comply herewith Sale-Up may immediately temporarily or permanently limit, suspend or terminate your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time by uninstalling our Site and stopping your use thereof and this will be you sole remedy in such circumstances. In such circumstance and upon termination of these Terms in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate, (ii) you must immediately cease all use of the Service, delete and destroy all copies of the Site in your possession or control and so certify to Sale-Up if required by it, and (iii) 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 forgoing, the Intellectual Property, Disclaimer of Warranty, Limitation of Liability, Indemnification and sections 19 - 25 below will survive the termination of the Terms.

Additionally, Sale-Up may at any times, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, delete any information 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 Sale-Up does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data.

We note that we can suspend access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is a risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of Sale-Up, its users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) 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 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.

25.

26. Assumption of Risk

The Site and any related data supplied to you by Sale-Up is not a source of information. By granting you the right to use the Site, Sale-Up does not assume any obligation or liability with respect to your commercial and/or business activities or operations. As between you and Sale-Up, you are solely responsible for your use of the Site. Sale-Up shall have no liability for any unauthorized disclosure of your personally identifiable information due to your actions or omissions or that of third parties.

YOU AGREE AND CONFIRM THAT: (i) SALE-UP IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH OR IS GENERATED BY THE SITE.

TO REMOVE ANY DOUBT, THE SITE AND THE CONTENT THEREIN ARE PROVIDED FOR PERSONAL USE ONLY AND DO NOT PROVIDE OR CONSTITUTE PROFESSIONAL ADVICE.

You agree that Sale-Up shall not be liable to you or to any third party for any unavailability, modification, suspension or discontinuance of any feature or component of the Site.

To the extent Sale-Up provides links or references to websites operated by third parties, Sale-Up does not monitor or investigate such websites and we are not responsible for the content, functionality, or practices of such websites. Inclusion of links to third party websites does not imply approval or endorsement of the linked website by us. If you

decide to access these third party websites, you do so at your own risk. You agree that Sale-Up has no liability for any damage or loss of any type that is a result of your use of a third party website.

TO REMOVE ANY DOUBT, THE SITE MAY CONTAIN LINKS TO OTHER WEBSITES ON WHICH THE COMPANY DOES HAS NO CONTROL EVENT THOUGH SUCH LINKS MAY CONTAIN THE COMPANY'S LOGOS AND ICONS. THE INCLUSION OF ANY LINK DOES NOT IMPLY THE COMPANY'S ENDORSEMENT AND/OR RESPONSIBILITY OF ANY CONTENT OF THIRD PARTIES.

27. Disclaimer of Warranty

SALE-UP PROVIDES THE SITE TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; AND, SALE-UP HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. SALE-UP MAKES NO REPRESENTATION OR WARRANTY THAT THE APP IS ACCURATE, COMPLETE OR UP-TO-DATE. SALE-UP MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE USE OF THE SITE, THE RESULTS THEREFROM, OR THE USE OF ANY DATA (INCLUDING WITHOUT LIMITATION DATA PRODUCED BY THE SITE) OR INTERACTIONS OF ANY USER. TO REMOVE ANY DOUBT, SALE-UP PRESENTS INFORMATION RECEIVED FROM THIRD PARTIES (VIA SUCH PARTIES' APPLICATION PROGRAMMING INTERFACE (API)) AND IN NO EVENT SHALL SALE-UP BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS AND/OR VALIDITY OF SUCH INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY SALE-UP EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR SHALL CREATE A WARRANTY FOR THE SITE, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SALE-UP'S LICENSORS EXPLICITLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE. SALE-UP DOES NOT WARRANT THAT THE SITE, OR ACCESS THERETO OR USE THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE WILL MEET ANY END USER'S REQUIREMENTS OR ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY STANDARDS. SALE-UP DOES NOT WARRANT THAT ANY FUNCTIONALITY, INCLUDING, WITHOUT LIMITATION ANY SECURITY MEASURE OR SECURITY FEATURE, PROVIDED HEREUNDER WILL BE ERROR-FREE, UNBREAKABLE, UNBREACHABLE, VIRUS FREE, OR INVIOLEATE; AND, END USERS ASSUME THE ENTIRE RISK (AND ARE SOLELY RESPONSIBLE) THAT, NOTWITHSTANDING ANY SECURITY OR OTHER MEASURE THAT MAY BE PROVIDED BY SALE-UP OR ITS LICENSORS HEREUNDER, THE SITE AND/OR THE DATA PROCESSED THEREBY MAY BE CORRUPTED, COMPROMISED, INACCESSIBLE OR LOST. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SALE-UP SPECIFICALLY

DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

28. Limitation of Liability; Indemnification

IN NO EVENT SHALL SALE-UP OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL), WHETHER OR NOT SALE-UP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THESE TERMS AND/OR THE PRIVACY POLICY (INCLUDING WITHOUT LIMITATION ANY THEORY BASED IN TORT, CONTRACT OR OTHERWISE). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITH THE EXCEPTION OF CLAIMS ARISING FROM SALE-UP'S BREACH OF THE PRIVACY POLICY (FOR WHICH DAMAGES ARE LIMITED TO THE COST OF REQUIRED NOTICES UNDER APPLICABLE LAW AND ANY ADDITIONAL COSTS INCURRED BY YOU UP TO A MAXIMUM OF US\$1 IN THE AGGREGATE), SALE-UP'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND/OR YOUR USE OR POSSESSION OF THE SITE, INCLUDING WITHOUT LIMITATION ANY CLAIMS IN TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, AND FOR ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED US\$1.

Upon request by us, you agree to defend, indemnify and hold Sale-Up and its partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any and all losses, liabilities, damages and costs, including but not limited to reasonable legal and accounting fees, arising from any claims, actions or demands related to or alleged to relate to: (a) your violation of these Terms; or (b) your violation of any intellectual property or other third party rights or any applicable law in connection with your use of the Site. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us.

29. Notices

Notices to you hereunder shall be sent to the address provided by you when you registered to the Site.

30. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflicts of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to, and hereby agree to submit to, the exclusive jurisdiction and venue of the competent courts located in the city of Tel Aviv – Yafo, Israel. In any action or proceeding to enforce

or interpret these Terms, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained. In the event of a breach, or threatened breach, of these Terms by you which may harm the intellectual property or proprietary rights of Sale-Up (or its licensors/suppliers), the parties agree that (i) Sale-Up may suffer irreparable harm for which monetary damages may be insufficient as a remedy, (ii) Sale-Up shall be entitled to seek injunctive or other equitable relief, (iii) no bond or surety shall be required to be posted for such relief, and (iv) such relief shall be in addition to any and all other remedies in law or in equity to which Sale-Up may be entitled.

31. Complete Agreement; Waiver; Severability

These Terms contain the complete and entire agreement and understanding of the parties regarding the subject matter hereof, and supersede all proposals, oral or written, all negotiations, conversations, discussions and all past course of dealing between you and Sale-Up relating to the Site or the terms of its license to you. In the event any term of these Terms is held by a court of competent jurisdiction to be unenforceable, such unenforceability shall not affect the remaining terms of these Terms in such jurisdiction or render unenforceable or invalidate such terms and provisions of these Terms in other jurisdictions. Upon such determination that any of the terms or provisions of these Terms are held to be invalid under any applicable statute or rule of law, they shall be severed from these Terms and the remaining provisions of these Terms shall be interpreted so as best to reasonably effect the intent of the parties and the parties agree to replace any invalid or unenforceable provisions in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Sale-Up's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision unless such waiver is in writing and signed by Sale-Up.

32. Consent to Electronic Contracting

You agree that execution of these Terms may occur by your manifesting your acceptance of it when you installed or used the Site, and that no signature on a paper copy of these Terms is required in order to form a binding contract.

33. Force Majeure

Sale-Up shall not be liable for failure to perform any of its obligations hereunder, or under the Privacy Policy, during any period in which such performance is delayed or impracticable due to circumstances beyond Sale-Up's reasonable control, including without limitation earthquakes, fire, flood, war, embargo, strike (other than Sale-Up's employees), riot, civil unrest, inability to secure materials, transportation, or power/utilities, intervention of any governmental authority, or acts of God/nature.

34. Assignment

Any attempted assignment, sublicense, transfer, encumbrance of these Terms (or of any of your rights or obligations herein) by you shall be void and shall constitute a material breach of these Terms. These Terms shall be binding upon and inure to the benefit of Sale-Up's successors and assigns.

35. Modifications to these Terms

We may make changes to these Terms from time to time. A link to the most current Terms of Use that will govern your use of the Site will be available on the Sale-Up website and we will indicate the date of the latest update at the bottom of the posted Terms. We may also place a special notice on the website or communicate significant changes by email. Your continued use of the Site following the posting of such changes constitutes your acceptance of the amended Terms.

AS A USER OF THIS SITE YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.