

XPlace Terms of Service

Updated: Apr 2024.

These Terms of Service ("Terms of Service") incorporate all terms, conditions rules, policies and guidelines on the Site.

When you ("You" or "User" or "Expert" or "Service Provider" or "Service Buyer" or "Visitor") use this Internet web site ("Site" or "Website" or "XPlace" or "Marketplace"), You agree to the following terms and conditions (the "Use Agreement"). XPlace, Inc. ("XPlace" or "We") may revise these terms from time to time, at our sole discretion, by updating this posting. Unless otherwise provided below, the revised terms will take effect when they are posted. BY CONTINUING TO USE THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS OF THIS USE AGREEMENT AND ALL REVISIONS THEREOF.

THIS SITE IS NOT INTENDED FOR MINORS

Our services are available only to individuals who can form legally binding contracts under applicable law. You may use this site and the services available here during the time You are a registered user.

THE SITE IS EVOLVING

We may modify or discontinue this Site and the services available at it without notice or liability to You.

XPLACE IS A VENUE AND A FINDER

The Site functions as a venue to connect experts and freelancers with project owners in a virtual marketplace. As a neutral facilitator, XPlace is not directly involved in the actual transactions between users of the Site. As a result, XPlace has no control over the truth, accuracy, quality, legality, or safety of postings made by users. Because verifying the identity of a user on the Internet is difficult, XPlace cannot and does not confirm the identity of users. XPlace also does not confirm nor verify the qualifications, background, or abilities of users. Therefore, We recommend that You be careful and exercise common sense and good judgment when dealing with any User on the Site. Because XPlace assists experts in finding project owners in need of services, XPlace is considered the official finder for each project accepted through the site and its associated project owner and may charge transaction fees for acting as a finder. XPlace experts and project owners are responsible for meeting payroll, tax and legal requirements for any legal entity.

XPlace does not guarantee jobs, leads, projects, or payments.

YOUR RELATIONSHIP WITH MERCHANTS, ADVERTISERS, AND USERS

Your correspondence with merchants, advertisers, or users on the Site, including the development and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such

merchant, advertiser, or user. You agree not to hold XPlace liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants, advertisers, or users on the Site.

XPlace is a distributor (and not a publisher) of content supplied by third parties and users of this Site. XPlace has no editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of XPlace. XPlace neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on this Site by anyone other than authorized XPlace employees acting in their official capacities. XPlace does not confirm or verify if a expert claiming to be a professional or claiming to be qualified to provide professional advice is in fact licensed or otherwise qualified to provide the services or advice being requested. You understand and acknowledge that XPlace is not responsible for and does not monitor content for accuracy or reliability.

EVALUATION SYSTEM

As a User, you will be able to post public evaluations about Users with whom you have transacted. You also agree to receive public evaluations from Users with whom you have transacted. You acknowledge that your evaluation may consist of comments and scores left by other users and that XPlace may calculate a composite score based on these individual ratings. Experts agree to be rated by project owners along several criteria, as determined by XPlace. XPlace provides its evaluation and scoring system as a means through which users can express their opinions publicly, and XPlace does not monitor or censor these opinions or investigate any remarks posted by users for accuracy or reliability. Please note that you may be held legally responsible for damages suffered by other XPlace users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. XPlace is not legally responsible for any evaluations or comments posted or made available on its site by any users or third parties, even if that information is defamatory or otherwise legally actionable. You agree NOT to take any actions that undermine the integrity of the evaluation system, including but not limited to those outlined in the Evaluation Policy.

In the event that a conflict or disagreement arises over an evaluation, or in the event that XPlace receives a removal or take-down request for an evaluation, XPlace shall, for reasons of libel and defamation, remove any wording submitted as part of the evaluation, but will, however, leave intact the original score and its components, as accepted by law.

POSTING OF INFORMATION ON THE SITE

As a User, You will be allowed to post information, data and text to publicly accessible areas of the Site. You are not allowed to post logos, seals or slogans from third parties on any part of the Site.

In order to operate the Site, XPlace must have certain rights. Consequently, when You post information, text, files, links, attachments, software, images or other materials ("Content") to publicly visible areas of the Site, You are granting, or warranting that the owner of such Content has expressly granted, a worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable, non-exclusive right to use, reproduce, modify, transmit, distribute, perform, display and delete such Content (in whole or in part) and/or to incorporate such Content in other works in any form, media or technology now known or later developed.

You must use good judgment when posting information, remarks or other Content regarding other users, experts, XPlace or any other third party. You may be held legally responsible for damages suffered by other Users, XPlace or third parties as a result of legally actionable or defamatory comments, remarks or other information or Content which You post to the XPlace Site. Under federal law (specifically, the Communications Decency Act of 1996), XPlace is not legally responsible for any remarks, information or other Content posted or made available on its Site by any User or third party, even if such information or Content is defamatory or otherwise legally actionable. XPlace is not responsible for and does not monitor or censor Content for accuracy or reliability. However, XPlace reserves the right to remove or restrict access to any information or Content posted or made available on its Site by its users or any third party if ordered to do so by a court or if XPlace considers such information or Content to be in violation of its Use Agreement or posted rules or policies, including information or Content We consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, overly disparaging or deprecating of XPlace or other users or otherwise objectionable.

XPlace reserves the right to accept or reject articles for publication at its sole discretion.

You also agree to all XPlace policies on the release of contact information between users, as described herein and elsewhere on the Site.

EMAILS, NOTIFICATIONS, NEWSLETTERS AND PROMOTIONAL MATERIAL

By using XPlace, you agree and acknowledge that XPlace may use your information as follows:

- To contact you with administrative communications, email newsletters, marketing or promotional materials (on behalf of XPlace or third parties) and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, you may follow the instructions at the bottom of the email message you received, on your settings page or by emailing support [at] xplace.com;
- To provide and improve the service, complete your transactions, and address your inquiries, process your registration, verify the information you provide is valid and for compliance and internal business purposes;

- To tailor content we display to you and offers we may present to you, both on XPLACE and elsewhere online;
- To administer and develop our business relationship with you and, if applicable, the company you represent;

XPLACE retains the information we collect for at least 5 years and may retain the information for as long as needed for our business and legal purposes.

XPLACE reserves the sole right at its own discretion to unsubscribe you from receiving communications, newsletters or promotional content with or without advanced notice to you.

XPLACE reserves the right to display your online status to other XPlace users: when you sign into XPlace information about your connectivity to XPlace may be shared with other users.

PROVIDE ACCURATE INFORMATION

You agree to provide true, accurate and complete information as prompted by all forms on the Site, and maintain and update such information to maintain its truth, accuracy and completeness. Whenever You post any information on or to the Site (including but not limited to posting a request for services, bidding on a posted project, and/or posting your profile), You agree to provide true, accurate and complete information. XPlace reserves the right to terminate Your account upon the discovery that the information You provided or posted is not complete or accurate.

YOUR PROFILE ON XPLACE IS PUBLIC

As a platform and marketplace for freelancers, businesses, companies and freelance work, XPlace provides you with a user/business/company profile ("Profile"), which is made public and is exposed publicly throughout XPlace and the Internet.

You hereby confirm and acknowledge that you are solely responsible for all of the information that appears on your Profile, you confirm that you are the rightful owner of all such information and that said information is NOT, HAS NOT and WILL NOT BE in violation of any intellectual property, copyrights, trademarks, licenses, etc.

You hereby confirm that your information may also appear on other users' Profiles when you communicate with them or view or visit their Profile on XPlace or other 3rd party sites, services and apps.

You hereby confirm and acknowledge that all of the information on your Profile is immediately made available to the public either through the XPlace website, XPlace APIs, partner websites, social media, apps or 3rd party services. Furthermore, you hereby provide XPlace a global, perpetual and unlimited license to expose, share and use said information without objections or

limitations, as XPlace sees fit at its exclusive and sole discretion.

You hereby confirm and acknowledge that information that you may not have intended to appear on your Profile may also appear on your Profile or the Profile of others, such as inferred information, behavioral information, posts unrelated to your Profile, projects, pages, items, people and profiles you have visited and/or liked and/or favorited and actions you have taken on XPlace and 3rd party websites, apps or services.

Following is a partial list of data that appears on your Profile. You hereby agree to regularly review and update your Profile and confirm that all of the information that appears on your Profile is yours and is true and accurate:

General: Your name, business name, phone numbers, slogan, location, number of employees, general descriptions of yourself and/or your business, etc.

Languages: Languages you know and your proficiency level in such languages.

Portfolio: Your portfolio as you created on XPlace or imported from 3rd party portfolio sites. You hereby confirm that you are the sole, legal and rightful copyright, trademark or license holder of all of the portfolio items on your Profile, whether uploaded directly to XPlace or imported from a 3rd party service such as YouTube, Vimeo, Dribbble, Behance, LinkedIn or others.

Categories and Skills: Your categories and skills as selected by you or as inferred based on projects in which we believe you've showed interest. Your rate for each category or parent category may be made publicly available on your Profile.

Employment: Your current and/or previous employment history.

Courses and Certifications: Your current and/or previous involvement in courses or certification programs.

Education and Academics: Your current and/or previous educational and academic experience.

Projects: Projects you've posted or participated in via XPlace or other 3rd party sites or services.

Articles: Articles you've authored, posted, shared or uploaded via XPlace or other 3rd party sites or services.

Who Viewed: Your information may appear on Profiles of other users after you've

communicated with them or viewed or visited their Profile on XPlace or other 3rd party sites, services or apps.

Also Viewed: Your Profile may show links to and information about other users, freelancers, companies or businesses that visitors to your Profile viewed prior to, during or after viewing your Profile.

Similar People: Your Profile may show links to and information about other users, freelancers, companies or businesses that XPlace believes, at its sole discretion, may have some similarity to you, your business or your Profile in any way shape or form, specifically or generally, if at all.

Private Notes: Your Profile may show private notes that other users have written or saved about you, your bids or your Profile.

Feedback & Evaluations: Your Profile may publicly show feedback, evaluations and scores & ratings that others may have left about you or your work. Please refer to the "Evaluation System" section for more information.

3rd Party Services: Twitter, Facebook, LinkedIn, YouTube, Vimeo, Dribbble, Behance, GitHub, StackOverflow, CodePen, and others. You hereby confirm that displaying information, images, names, data, statistics, etc. on your Profile from these and other 3rd party sites and services does not violate any copyrights, trademarks, licenses, etc. and that you are the sole and rightful owner of such data.

Profile Versions: To ensure a user experience that is optimal and as seamless as possible, XPlace reserves the right, at its sole discretion, to show all or only specific parts of your Profile to users or visitors based on their geographic location or language preferences. For the most optimal exposure, please ensure that all versions of your profile are full, complete and accurate.

Translations: Any profile content such as your name, company name, descriptions, category descriptions, slogans, evaluations, professional or academic experience, etc. that appears on your profile in any language other than English may be subject to automatic translation by XPlace. Please note that automatic translations may not always be accurate to your satisfaction and it is your sole responsibility to review and edit such content to ensure its accuracy (you can do so on the international version of your profile). If you are unable to edit any translated content please contact XPlace Customer Support for assistance.

XPlace reserves the right to remove any information from your Profile or, alternatively, remove your Profile altogether, for any reason without advanced notice to you or justifying said action to you. Such action may be taken if we have reason to believe that you, or any information on your

Profile, may violate any intellectual property, copyrights, trademarks or licenses, or if XPlace has received a take-down notice or notice of infringement due to suspected copyright infringement, libel or other illegal content.

You hereby acknowledge and confirm that XPlace permits search engines such as Google and Bing to index and reproduce your profile and related information in full or in part including your texts, your projects, your bids, your articles, and more, and you hereby agree in full and without any objection or limitation that 3rd party services, engines, bots, spiders and indexers will copy your information from XPlace.

Furthermore, you hereby acknowledge and confirm that your information may appear on external search engines even after you close your XPlace account and that it is your sole responsibility to contact those companies, services, sites or search engines yourself with any requests for changes or removals of your data since XPlace is not responsible and does not have access to any data stored by 3rd party sites and search engines. Finally, you hereby acknowledge and confirm that XPlace shall in no way be responsible for data or information that may appear on other sites or search engines.

GUARD YOUR PASSWORD

You must safeguard the User ID and password You use to access this Site. You authorize us to assume that any person using the Site with Your User ID and password either is You or is authorized to act for You. Your XPlace account (including evaluations) and User ID may not be transferred or sold to another party.

PAYMENTS FOR SERVICES RENDERED BY EXPERTS

Payments between Users are transacted independently, outside of the XPlace system. XPlace will not be held responsible for any contract breaches, payments not paid or received or any other disputes or disagreements regarding payments and/or services rendered or not rendered between Users.

COSTS INVOLVED IN USING THIS SITE

For subscription buyers - the monthly service fees will be charged in advance each month, according to the selected payment method, as long as the service is not canceled. For the avoidance of doubt, it should be clarified that a subscription purchased cannot be suspended or frozen.

XPlace charges subscription fees for users who are enrolled as experts and certified experts, for users who use payment services, CallMe telephony services and may charge fees for posting hot, premium, urgent, nda, insourcing and full-time projects. XPlace will not be held liable for any loss of business, severed business relationship or any other damages or losses incurred by any

user as a result of the introduction or changing of fees on the Site or by a User's decision to discontinue subscription payment. After purchasing a subscription, certification, project or other product or service on XPlace, there will be no possibility of freezing or cancelling the membership nor will there be the possibility of receiving a refund, in part or in full, for the portion of the membership, service or product that has been used or remains to be used. Furthermore, XPlace reserves the right to change the method of calculating its fees fee at any time.

CALLME

XPlace's CallMe service offers interested users (experts or freelancers) a dedicated virtual phone number (aka a CallMe number) where they can receive calls from potential clients regarding work, projects, business transactions, partnerships or any other matter. Joining the CallMe service allows users to keep their private telephone numbers anonymous while routing calls to a valid number of their choice.

CallMe is a paid service which is priced based on each incoming call that is answered by the receiving party. When voicemail, operators or automatic call routing systems pick up the call, the call will be considered "connected" and will thus be charged.

Missed calls will not be charged.

CallMe numbers do not support SMS messages.

Subsequent calls to the same number within a short period of time may be considered and billed as a single call. However, calls from the same caller made from two different numbers, will be considered and charged as two calls.

Cooling Period - XPlace will not recycle a previously-assigned CallMe number until after a cooling period of 1 days from the date of its cancellation.

XPlace reserves the right to change the CallMe pricing model at its sole discretion.

The CallMe service is operated by a cellular operator and third-party company. XPlace reserves the right to change providers at any time without any notice to CallMe subscribers.

XPlace is entitled to share users' target numbers (the numbers to which the CallMe number routes) to the third-party and cellular operators running the service, and to any other entity that may operate the CallMe service in the future.

XPlace will bear no liability for fraud and/or any direct and/or indirect harm caused to the user

and/or third parties arising from the operation and/or termination of the CallMe service and/or as a result of disruptions and/or failures in connection with this service (including due to failure to receive a call, dropped calls or delayed calls and/or distorted call reception and/or issues with voicemail messages and/or delays or malfunctions with the operation of the service and/or site failures). In addition, XPlace will bear no liability for any charges that may arise due to a malfunction in the service caused by any third-party service provider, mobile operator or device used by the user.

Users of the CallMe service will indemnify XPlace from any claims or demands. This does not derogate from the other provisions of these Terms of Use, especially regarding the lack or limitation of liability.

XPlace reserves the right to terminate and/or reduce and/or expand the CallMe service and/or change the above policies at any time, at its sole discretion and without prior notice.

PRIVACY

Please refer to our Privacy Statement, above.

USER OBLIGATIONS

You agree NOT to do any of the following while using the Site:

- Violate any applicable law or regulation;
- Access, tamper with or use non-public or non-authorized areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution;
- Connect to the site using unorthodox or unauthorized methods, apps, scripts or interfaces. Unauthorized access attempts may be subject to prosecution;
- Tamper with postings of other users;
- Post logos, seals or slogans from third parties on any part of the Site;
- Solicit or gather any user's information available from the Site, such as other users' names and email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site;
- Frame or link to the Site except as permitted in writing by XPlace;
- Impersonate or misrepresent Your affiliation with any person or entity.
- Post false or misleading information about a product, service or service request;
- Post or transmit any Content that infringes a third party's intellectual property rights or rights of publicity or privacy;
- Post or transmit any Content that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, tortuous, threatening, pornographic, nudity, harmful (including but

not limited to viruses, corrupted files, or any other similar software or programs), overly disparaging or deprecating of XPlace or other users or otherwise objectionable;

- Violate any other policies stated on the site, such as those outlined in the following Policies
 - Evaluation Policy
 - General Content Policy
 - Project Policy
 - Bidding Policy
- Repeat any action after you receive warning or request to desist from XPlace, whether or not that action is explicitly stated in policies. This includes continuing to use the XPlace service under the same account, a different account or reregistering under a new account after your membership has been temporarily suspended, indefinitely suspended or terminated.
- Fail to respond to an email from XPlace regarding violation, dispute or complaint.

BUYING AND SELLING SERVICES ON XPLACE

You agree to: (a) be financially responsible for Your use of XPlace and purchase of services; (b) abide by XPlace's guidelines on posting projects and bidding on projects, which may be updated from time to time; and (c) perform your obligations and complete the transaction as specified by the terms of the posted project and or your bid or Business Terms agreement, whichever is more recent, once you have selected a expert or and the expert has accepted a project, respectively, unless such transaction is prohibited by law or by this Agreement. Specifically, upon acceptance of a bid, the project owner agrees to purchase the services and the expert agrees to provide the services according to the terms of the final bid or Business Terms agreed to by the parties, subject to any further increase or decrease in project scope. Without limiting XPlace's other remedies, We may issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide any services to You without reason, at our sole discretion and without prior notice to you.

Without limiting the foregoing, we may close, suspend or limit your access to your Account: (a) if You breach any terms and conditions of this Use Agreement or the agreements incorporated herein by reference, including our written policies and procedures posted on the Site; (b) if We are unable to verify or authenticate any information You provide to Us; or (c) if We believe that your actions may cause legal liability for You, our users or for XPlace. Violations of this Use Agreement will be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

NOTICES

XPlace will provide notices by posting them on the Site and You agree to check the Site for notices. You also authorize XPlace to send notices to You, at XPlace's discretion, via electronic

mail. Regardless of whether XPlace sends an email notification, You will be considered to have received a notice when it is made available to You by posting on the Site.

CANCELLATION

We may cancel Your membership if We reasonably believe that You have violated or acted inconsistently with the letter or spirit of this Use Agreement, or violated our rights or those of another party. XPlace reserves the right to terminate any user for any reason, at its sole discretion. We will notify You if We cancel your membership, unless in our judgment giving notice would cause a risk of further violation or damages. However, We will notify You that Your account will be canceled if the law requires such notification. When Your membership is canceled, You may no longer have access to data, messages, files and other material You keep on the Site. The material may be deleted along with all Your previous posts and bids. The provisions entitled "Errors and Disclaimer of Warranties," "Indemnity," "Limitation of Liability," "Reservation of Rights," and "General Provisions" will survive cancellation of Your registration. If XPlace terminates this Use Agreement based upon Your breach of any portion of the Use Agreement, XPlace reserves the right to refuse to provide registration and/or membership to You in the future. Users may choose to discontinue the use of the XPlace account by closing their account themselves. In such an event, information Users have already shared with others in the marketplace such as articles and sent messages may still available.

PROTECTION OF COPYRIGHTS AND TRADEMARKS

The Site contains trademarks and other material furnished by XPlace, its licensors, and other users. You should assume that everything You see or read in publicly viewable areas of the Site that was not furnished or received by You (such as images, photographs, illustrations, text and other materials) ("Site Content") is copyrighted unless otherwise noted. You may not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Site Content in any way for any public or commercial purpose without prior written consent of XPlace or the rights holder. You may not use the Site Content on any other web site or in a networked computer environment for any purpose except your own personal viewing. In order to protect XPlace's and its Licensor's trade secrets, You agree that You will not 'reverse engineer' any Site Content consisting of downloadable software, unless specifically authorized by the trade secret owner or otherwise permitted by law. If You violate any of these terms, Your permission to use the Site Content will automatically terminate; You must immediately destroy any copies You have made of the Site Content; and We may revoke Your authorization to use the Site.

REPRODUCTION

This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by XPlace. XPlace and its affiliates reserve the right to refuse service, terminate accounts, and/or cancel

service requests or memberships in its discretion, including, without limitation, if XPlace believes that a User's conduct violates applicable law or is harmful to the interests of XPlace and its affiliates.

INTELLECTUAL PROPERTY POLICY

XPlace respects the intellectual property of others and expects our Users to do the same. At our discretion and in appropriate circumstances, XPlace may terminate the accounts of users who infringe upon the intellectual property rights of others.

LINKS

The Site may contain links to other web sites or resources. You acknowledge and agree that XPlace is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising, or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that We endorse the linked site. You use the links at Your own risk.

LIMITATION OF LIABILITY

NEITHER XPlace NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY APPLICATIONS AND SITE CONTENT) SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING FROM YOUR ACCESS TO, OR USE OF, OR INABILITY TO USE THE SITE AND THE SITE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE KNOW OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL XPlace's LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF ANY USE OF THIS SITE EXCEED \$300.00. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation or exclusion may not apply to You.

XPlace is not responsible for any liability related to the completion, timeliness, adequacy, and/or payment for services listed on our Site. Any questions, complaints or claims related to the completion, timeliness, adequacy, and/or payment for services should be directed to the appropriate expert.

The customer / user declares that he knows that the services offered on the website are personal and non-transferable.

If Your use of the Site results in the need for servicing or replacing property, material, equipment or data, We are not responsible for those costs.

RESERVATION OF RIGHTS; LIMITED LICENSES

XPlace and its licensors shall retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site. User acknowledges that the XPlace logo, slogan and name are trademarks of XPlace, and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site may be the trademarks of their respective owners.

Except where expressly provided by XPlace, nothing in this Use Agreement shall be construed to confer any license under any of XPlace's or any third party's intellectual property rights, whether by estoppel, implication, or otherwise.

ERRORS AND DISCLAIMER OF WARRANTIES

YOU USE THE SITE AT YOUR RISK. We endeavor to provide a convenient and functional Site, but We do not guarantee that it will be error free or that the Site or the server that operates it are free of viruses or other harmful components. We urge You to keep backup copies of material You maintain on or use with the Site.

As mentioned above, We remind You to be careful in Your dealings with other users. Without limiting the foregoing, EVERYTHING ON THE SITE (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY APPLICATIONS AND SITE CONTENT) IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

XPlace MAKES NO WARRANTY THAT THE SITE (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY APPLICATIONS AND SITE CONTENT) WILL MEET USER'S REQUIREMENTS, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES XPlace MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE. XPlace MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USERS FROM XPlace OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

INDEMNITY

You agree to defend, indemnify, and hold harmless XPlace, its officers, directors, employees, agents and partners, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, made by any third party due to or resulting from Your use of the Site or the Site Content, including without limitation claims against XPlace for unsatisfactory performance of services listed on the Site, or Your violation of this Use Agreement.

GENERAL PROVISIONS

You are responsible for compliance with applicable local laws, keeping in mind that access to the Site Content may not be legal by certain persons or in certain countries. If any part of this Use Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Use Agreement is personal to You and You may not transfer, assign or delegate this Use Agreement to anyone without the express written permission of XPlace. Any attempt by You to assign, transfer or delegate this Use Agreement without the express written permission of XPlace shall be null and void. This Use Agreement and any registration for or subsequent use of the Site will not be construed as creating or implying any relationship of agency, independent contractor, franchise, partnership, or joint venture between any User and XPlace.

This Use Agreement will be governed by the laws of the state of Israel, without regard to its conflicts of law provisions. Any dispute related to this Use Agreement will be settled in a binding arbitration under the arbitration rules of the Israeli Arbitration Association in the jurisdiction of the city of Hertzeliya. Any dispute You may have with respect to this Site must be commenced within three months after it arises, or the cause of action will be barred.

The Use Agreement and the agreements referenced in this Use Agreement comprises the entire agreement between You and XPlace with respect to the use of the Site and supersedes all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any web site that links-to or is linked-from the Site.

We suggest that You print out a copy of this Use Agreement for Your records.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless XPlace, its officers, directors, employees and agents (each an "Indemnified Party") from and against any and all losses, damages, and costs incurred by an Indemnified Party as a result of any action, claim, suit or other proceeding brought by a third party against such Indemnified Party in connection with Your use of the Site.

SECURITY

XPlace is committed to providing You with a safe and secure e-commerce environment. We will use commercially reasonable methods to keep your personal information securely in our files and systems. Please note that with current technology, we cannot guarantee the security of your data as it travels over the Internet.

DISPUTES BETWEEN PROJECT OWNERS AND EXPERTS

Any disputes in connection with services provided by Experts or payments made by Project Owners remain between such Experts and Project Owners. By using the Site, You acknowledge that XPlace will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute.

EXPERTS & CATEGORIES OF SPECIALIZATION

- Experts must purchase an expert subscription plan before gaining access to projects.
- Experts are only allowed to bid on projects in categories in which they specialize.
- To specialize in a category, expert must apply for membership in that category by describing their relevant experience.
- Experts' membership in each category will be subject to approval by XPlace.
- Users will only be listed as experts once their category specializations are approved. Meaning, if experts are not approved in any of the categories for which they apply, they will not be listed as experts and won't have access to projects.
- Category specializations may be rejected for any of the following reasons:
 - Specialization description lacks in detail or was not sufficiently descriptive.
 - Specialization description does not match or support the category selected.
 - Specialization description is suspected of being not original or plagiarized.
 - Specialization description does not adhere to XPlace's General Content Policy.
 - Specialization description is misleading or inaccurate.

XPlace reserves the right to accept or reject applications for category specializations at its sole discretion.

EVALUATION POLICY

XPlace provides its evaluation and scoring system as a means through which users can express their opinions publicly, and XPlace does not monitor or censor these opinions or investigate any remarks posted by users for accuracy or reliability. Please use good judgment when submitting evaluations or other comments regarding other XPlace users or other third parties. Please note that you may be held legally responsible for damages suffered by other XPlace users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. XPlace is not legally responsible for any evaluations or comments posted or made available on its site by any users or third parties, even if that information is defamatory or otherwise legally actionable.

- You agree NOT to take any actions that undermine the integrity of the evaluation system, including but not limited to the following:
- Leaving fake evaluations for yourself or another user: Using a secondary XPlace user name or other XPlace members to artificially raise the level of your own evaluations or create negative evaluations for another user.
- Evaluation threats: Demanding any action of another XPlace user that he or she is not required to do, at the threat of leaving negative evaluations. ("Pay me an extra \$200.00 or I will..." or "Provide an additional logo design or I will...[even though not covered in the original project description]").
- Evaluation solicitation: Offering to sell or buy services in exchange for positive evaluations, trade evaluations undeservedly, or buy evaluations.
- Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please Report Violations.

In order to protect the integrity of the evaluation system and protect users from abuse, XPlace will consider removing evaluations in a few circumstances. If you believe another user has left an evaluation that falls under one of the following scenarios, contact support@xplace.com with complete project and evaluation details.

XPlace reserves the right to reject or remove projects or jobs under the following scenarios:

- The project or job description was not sufficiently detailed
- The project or job description contained information which is potentially confusing or unclear
- The project description did not reflect intentions on purchasing services from an XPlace expert or freelancer
- The project or job contains contact information

XPlace reserves the right to remove any projects that violate the rules in this Use Agreement at its sole discretion.

XPlace will consider removing evaluations under the following scenarios:

- XPlace is provided with a ruling or settlement agreement from an XPlace-approved certified dispute resolution service or legal authority.
- Where evaluations or information posted seeks to elicit or solicit any user's contact information, such as other users' email addresses, for any non-XPlace related commercial or business purposes or to transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";
- Where evaluations or information posted contains language that is profane, vulgar or contains adult material. Insulting or inflammatory language such as "cheater, scam artist, liar, thief" is strongly discouraged but will not be removed.
- Where evaluations or information posted is shown to have been left by a minor or by or for a user who has conducted any fraudulent transaction;

- Where evaluations or information posted is not directly related to transactions conducted through XPlace;
- Where evaluations or information posted makes any reference to actions taken or purported to be taken by XPlace or any law enforcement organization;
- XPlace is provided with a valid court order finding that the disputed evaluation is slanderous, libelous, defamatory or otherwise illegal, or with a settlement agreement resolving such a lawsuit submitted by both attorneys and signed by both parties.
- The user who left evaluation provided XPlace with false contact information during the transaction period (as verified by XPlace), and cannot be contacted by XPlace.
- The user who left evaluation is participating in an XPlace transaction with the intent of leaving evaluations as part of a campaign to harass XPlace member(s) (as verified by XPlace);
- Negative evaluation was intended for another user only when the user responsible for the mistaken evaluation contacts XPlace and has placed the same evaluation for the appropriate user. This does not apply to an evaluation that was mistakenly marked negative instead of positive or vice versa.

GENERAL CONTENT POLICY

You agree NOT to post or transmit any of the following on the site:

- Content that violates this or any other policies stated on the site.
- Software that can transmit information about files and/or data that a computer user downloads from the Internet or any other activity on the computer. This type of software is commonly referred to as "Spyware." Software may contain spyware if it provides users with clear and conspicuous notice that the software contains spyware. The notice must describe the information that the spyware will collect and indicate to whom it will be transmitted. It is most important that software users must first give their affirmative consent before the spyware is enabled.
- Adult or sexually explicit material or images.
- Contact information - email address, phone number, ICQ, MSN, YAHOO, SKYPE (or any other online/instant messaging service), your URL or a URL that points to your contact information - in any public areas of the site.
- Unprofessional or disparaging comments about a expert, project owner or XPlace
- Projects that contain prohibited content or violate the Project Policy;
- Bids that contain prohibited content or violate the Bidding Policy;
- Unprofessional, disparaging comments about a competitor, XPlace, expert or project owner
- Suggestion/solicitation/offer to another user to contact you directly in order to buy or sell services outside of XPlace.
- SWF/Flash files in your portfolio or XPlace profile that contain links to internal or external pages

- Your contact information

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

XPLACE JOBS

The job posting features of XPlace Jobs may be used only for lawful purposes by employers seeking employees. XPlace specifically prohibits any other use of XPlace Jobs, and all Users agree not to do any of the following:

- Post any jobs on any XPlace Jobs Site for any competitor of XPlace or posting jobs or other content that contains links to any site competitive with XPlace.
- Post jobs or content on any XPlace Site that contain any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading contained in a job posting are prohibited; post jobs for modeling or talent or talent scouting positions.
- Post jobs for modeling or talent or talent scouting positions on any XPlace Site.
- Post jobs for multi-level-marketing (MLM)-related positions on any XPlace Site.
- Post on any XPlace Site any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), requires recruitment of other members, sub-distributors or sub-agents.
- Send unsolicited mail or e-mail, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of any XPlace Site;
- Take any action that imposes an unreasonable or disproportionately large load on any XPlace Site's infrastructure.
- Notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any XPlace Site other than the search engine and search agents available from XPlace on such XPlace Site and other than generally available third party web browsers (e.g., Firefox, Microsoft Internet Explorer).
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any XPlace Site.
- Aggregate, copy or duplicate in any manner any of XPlace content or information available from any XPlace Site, or
- Frame or link to any of XPlace content or information available from any XPlace Site.

XPlace reserves the right to remove or prevent the posting of any jobs that violate the rules in this Use Agreement at its sole discretion.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

BIDDING POLICY

You agree to the following when placing bids on XPlace:

- Place accurate bids that reflect the scope of the project and the amount of time/effort you plan to commit in order to provide high client satisfaction.
- Place a new bid reflecting any changes to price, delivery date or approach.
- Do not place unreasonably low bids, 'jokes' or tests. If you do not have sufficient information about the project, contact the project owner to request more information, indicate your assumptions regarding the project scope in your bid and indicate that you will update the bid once you receive more information or do not bid on the project.
- Bids that are made with the intent to commit fraud will result in immediate termination from the marketplace.
- Make reasonable effort to place customized bids for each project and avoid placing boilerplate or cookiecutter bids.
- Do not offer your services in exchange for positive evaluation or for free.
- When a project is posted with sufficient detail and other experts are bidding on the total project amount, do not submit bids based on per unit measurements.
- Respond within 3 business days to inquiries sent from the XPlace Team

XPlace reserves the right to remove any bids that violate the rules in this Use Agreement at its sole discretion.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

CERTIFIED EXPERTS AND THE "1%"

The following terms apply both to certified experts and those experts with a "1%" designation. While certified experts adhere to higher professional standards than non-certified experts, this does not exclude the possibility that some non-certified experts may offer service levels that are superior in quality to those of some certified experts. As a general precaution, users must always practice common sense when interacting with other users in the marketplace.

While XPlace makes an effort to ensure that certified experts are of high quality and meet all of the requirements outlined by the Certified Expert program, XPlace can neither guarantee nor vouch for certified experts' work, history or business conduct as their status, professional reputation, identity or legal standing may change over time. In no way shall XPlace be liable for any incidental, special, consequential or indirect damages resulting from your access to, or interactions with of, or inability to interact with either experts or certified experts, whether based

on warranty, contract, tort (including negligence) or any other legal theory, and whether or not we know of the possibility of such damage.

XPlace, at its sole discretion, reserves the right to revoke certified experts' memberships that violate the rules in this User Agreement.

If a certified expert does not meet any of the standards outlined in the "Professional Standards for Certified Experts" (below), please notify us by contacting us at support@xplace.com.

PROFESSIONAL STANDARDS FOR CERTIFIED EXPERTS

Submitting Bids and Proposals

- Certified experts agree to make a reasonable effort to provide detailed, customized proposals that are relevant to the project. General sales pitches are confined to experts' profile pages or attachment to bids.
- Certified experts agree not to submit "lowball" or placeholder bids. Bid amounts are only part of the full proposal, and will reflect the true scope of project and time commitment necessary to provide the highest client satisfaction.
- When submitting bids, certified experts agree to adhere to the project budget range as stated by the buyer.

Working with Buyers

- Certified experts agree to work with the buyer before a project begins to outline requirements, milestones and payment terms, either through the project's discussion board or by other means.
- Certified experts agree to communicate with the buyer in a professional manner, respond to buyer questions promptly, and keep the buyer informed of changes to the project timeline or scope.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

PROFESSIONAL STANDARDS FOR BUYERS POSTING PREMIUM PROJECTS

Posting projects

- Although not required to select an XPlace expert, buyers posting a premium project are signaling a clear intention to complete the project.
- The buyer will select a winning proposal promptly to allow sufficient time for the expert to schedule and complete the project.

Working with Experts

- The buyer will work with the expert before the project begins, to outline requirements, milestones and payment terms.
- The buyer will communicate with the expert in a professional manner, respond to questions promptly and keep the expert informed of changes to project timeline or scope.

If significant changes are made, the expert will not be held accountable for his original bid. You can either repost the project or renegotiate the terms.

Rating & Evaluations

- If the project's description or scope changes, do not penalize the expert if they are unable to deliver work beyond the original project agreement.
- In addition, it is strictly forbidden to publish negative or inappropriate assessments or comments aimed at defaming, slander and harming the expert's practice, and when the client uses the website and its services, the client undertakes that the assessments or comments published by him will be matter-of-fact and respectful. The Company reserves the right to delete any comment or assessment that it deems inappropriate, defamatory, etc., and the Customer waives any claim, demand or claim in this regard.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

PROJECT POLICY

You agree to NOT post any of the following:

- Projects with descriptions that are insufficient in detail to the extent that they may prevent expert from submitting accurate and well-defined bids and offers.
- Projects that seem fake, posted without the intention to award or complete the project or posted only to receive pricing information.
- Projects that seem to offer commission, equity compensation or request free services, unless they are posted as Non Profit projects.
- Advertisements, personal ads or service offers.
- Full time employment or recruitments.
- Projects related to adult content or businesses.
- Projects related to bulk email/"SPAM" including but not limited to bulk email hosting, scripts, programs, proxies, lists, and relay servers.

XPlace reserves the right to reject, remove, or prevent the posting of any project that violates any of these guidelines at its sole discretion.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

ARTICLES

The article publishing features of XPlace may be used only for lawful purposes by users who are sole owners of all rights and copyrights of the content they are posting. By publishign an article on XPlace, you confirm that you own the rights to their article and acknowledge that by publishing this content on XPlace, no copyrights, licenses or agreements are violated or infringed upon. Users agree not to post any of the following:

- Articles with contents that do not deal with the categories selected

- Articles that contain self-promoting content
- Articles containing obscure or incoherent information
- Articles that contain overly-formatted texts that are illegible or difficult to decipher

XPlace reserves the right to remove or prevent the posting of any articles that violate the rules in this Use Agreement at its sole discretion.

Violation of these rules may result in suspension of your account. If you are aware of a potential violation, please notify us by emailing support@xplace.com.

Please note: Inappropriate or offensive material will be removed.

AFFILIATE AND REFER-A-FRIEND PROGRAM

XPlace members can earn a commission on each member referred to XPlace who purchases a subscription plan, starting from the second referral. XPlace reserves the right to review the legitimacy of each referral and reserves the exclusive right to deny referral payments if fraudulent or deceptive activity is suspected, at its sole discretion.

CURRENCIES & PAYMENT

XPlace may display rates, fees, prices and amounts in different currencies.

These rates are based on a conversion from an originating currency using indicative market exchange rates received from 3rd parties currency exchange rate providers.

You understand and agree that these rates may materially affect the price of fees and services that you pay on XPlace.

You are responsible for all risks associated with paying in various available currencies, including but not limited to the risk that the values will fluctuate as exchange rates change, which could result in higher or lower fee prices paid by you.

Rates, fees, prices and amounts displayed on the Site are final at the time of payment checkout and are and non-refundable.

RIGHT TO REFUSE SERVICE

We may close, suspend or limit your access to your Account without reason, and without eligibility of a refund for any unused portion of previously purchased services or membership.

Without limiting the foregoing, we may close, suspend or limit your access to your Account:

- if we determine that you have breached, or are acting in breach of, this User Agreement;
- if you under-bid on any Project in an attempt to renegotiate the actual price privately, avoiding fees;
- if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;

- if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
- if we determine, at our sole discretion, that you have threatened, in any way or form, in writing, verbally or physically, the company, any of its employees, managers, or staff, its users or any associated partners or affiliates;
- you are the subject of a United Nations, EU, Israel or USA sanctions regime, or our banking and payment relationships otherwise preclude us from conducting business with you;
- to manage any risk of loss to us, a User, or any other person; or
- for any other reason, with or without cause, at the sole discretion of the company or its management.

We thank you for choosing XPlace and we look forward to a mutually successful business relationship.

CONTACTING US

If you wish to report a violation of the Terms of Service, have any questions or need assistance, please contact XPlace Customer Support as follows:

Web Support: [click here](#)

Email: support@xplace.com