

Xcout Intel — Subscriber Agreement

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1. The service, the licence, and who may buy it

1.1. Xcout Intel (the "Service") provides access to a database of company and market information compiled from publicly available sources ("the Data"), through a web application and an API.

1.2. Subject to payment, **Xcout Technologies Ltd., an Israeli company** ("we") grants the subscribing organization ("you") a **non-exclusive, non-transferable, revocable licence** to access and use the Data **for your internal business purposes only**. The Data is licensed, not sold, and you acquire no ownership in it or in the compilation it forms.

1.3. **The Service is offered to businesses only.** By subscribing you represent that you are acting in the course of a trade, business, craft or profession and not as a consumer, and that you are authorised to bind the organization you name. We may require a company registration or VAT/GST number and may refuse or terminate a subscription where that representation does not hold. Nothing in this agreement is intended to exclude any right that applicable law gives a person who is nonetheless a consumer.

2. What the licence does not allow

You must not, and must not allow anyone else to:

- **redistribute, resell, sublicense, publish, or otherwise make available** the Data or any substantial part of it to any third party;
- use the Data to **build, train, or improve a product or service that competes** with the Service, including any machine-learning model intended to reproduce the Data;
- **extract or re-utilise** the whole or a substantial part of the contents of the Data, whether by repeated and systematic extraction of insubstantial parts or otherwise. The Data is a database in which we assert the database right subsisting under Directive 96/9/EC and its UK equivalent, in addition to copyright in the compilation;
- **scrape or crawl** the web application. The API is the supported programmatic access, and it is metered by records returned and by distinct companies disclosed;
- circumvent, or attempt to circumvent, any usage limit, cap, or metering mechanism;
- share account credentials. **Seats are named individual users**; credential sharing is a material breach.

Permitted: publishing your own analysis that cites Xcout Intel as a source, provided it does not reproduce more than **100 individual Data records** in any single work and includes attribution.

2.1. If you need to redistribute the Data, or need more than your plan's distinct-company allowance, that is a **separate bulk data licence**. Ask us; the answer is a price, not a refusal.

3. Accounts, seats, renewal, payment

3.1. Team plans include the number of seats purchased; adding members beyond that requires purchasing seats at the published schedule.

3.2. **Subscriptions renew automatically** at the end of each billing period until canceled. Cancellation takes effect at period end; access continues until then. The checkout page states the renewal date and amount before you pay.

3.3. First annual purchases may be refunded within 14 days of first payment.

3.4. **Dodo Payments is the merchant of record.** Subscriptions are sold by our authorised reseller, Dodo Payments, which issues the invoice, collects payment and accounts for VAT, GST and sales tax; card data never reaches our systems. Prices exclude such taxes, which are added at checkout where applicable. Where you supply a valid VAT/GST identification number at checkout for a business purchase, the reverse charge applies where the law provides for it. The purchase is also subject to Dodo Payments' buyer terms; this Agreement governs your use of the Service.

3.5. **Trials.** Where a plan is offered with a free trial, the trial starts at checkout, requires a valid payment method, and is limited to one trial per organization. Nothing is charged during the trial. On the day the trial ends the payment method is charged for the first billing period at the price and seat count then in effect, unless you cancel under Billing before that day; a cancelled trial ends with no charge and the workspace returns to the free plan. Seats may be changed during a trial; the first charge is for the seat count at the end of the trial, at the published band for that count.

3.6. **Usage-based charges.** On a paid API plan, records returned beyond the plan's monthly quota are served and charged at the published overage rate (currently US\$0.02 per record), added to the next invoice for that subscription. You may ask us to set a hard cap instead, in which case requests beyond the quota are refused rather than charged. The Service's own meter is the record of usage. Free keys and the API allowance included with a seat plan stop at their quota and are never charged.

3.7. **Seat and plan changes.** You may change seat count or plan at any time under Billing. An increase is charged, and a decrease credited, pro rata for the remainder of the current period; the new entitlements apply immediately. You cannot reduce seats below the number of members holding one.

3.8. **Failed payment.** If a renewal payment fails we notify you and retry. Access continues unchanged for 7 days from the failed charge. If payment has not succeeded by then, the affected subscription ends and the workspace returns to the free plan; nothing is deleted, and you may subscribe again at any time.

3.9. **Refunds.** Other than as stated in 3.3, and except where applicable law requires otherwise, fees are non-refundable and a cancelled subscription is not refunded for the unused part of a period. Usage-based charges under 3.6 are not refundable.

3.10. **Price changes.** We may change the published prices. A change applies to your subscription only from its next renewal, and only if we have given you at least 30 days' notice by email before that renewal. If you do not accept the change, cancel before the renewal.

4. Data quality — no warranty, not advice

4.1. The Data is aggregated from public sources by automated systems. It is provided "**as is**", without warranty of accuracy, completeness, or fitness for any purpose. Financial figures, valuations, headcounts, and rankings are **estimates**.

4.2. **Nothing in the Service is investment advice**, a recommendation, or an offer to buy or sell any security. You are solely responsible for decisions made using the Data.

4.3. Clause 4.1 allocates commercial risk between us and you. It does not limit what we owe the individuals described in the Data, and it is not a substitute for accuracy: we operate automated identity, duplication and attribution checks, and we correct records found to be wrong. Anyone — customer or not — may report an inaccuracy or request correction or removal at /privacy/remove, and we aim to respond within 30 days.

5. Privacy and personal data

5.1. The Data includes limited professional information about individuals compiled from public sources. Our

Privacy Policy explains the lawful basis and the removal route. You must not use personal data from the Service for unlawful purposes, and where you export personal data you become an **independent controller** of your copy, with your own obligations to the people in it.

5.2. Where we process personal data on your behalf (for example contacts you store in the Service), we do so only on your documented instructions and under a Data Processing Agreement, **available on request**. The sub-processors engaged for that processing, and the transfer mechanism for each, are published at [/legal/subprocessors](#); we give notice before adding or replacing one.

6. Termination and what you may keep

6.1. We may suspend or terminate for material breach, including any breach of Section 2, with immediate effect; API keys are revoked on termination.

6.2. **Sections 2, 4, 7, 8, 10, 11 and 14 survive termination.** Within 30 days of termination you must delete all copies of the Data other than individual records you had already acted on during the term — for example a company record written into your CRM against a real opportunity. Those retained records may be kept and used **only for the specific matter they were used for**. They may not be retained as a dataset, refreshed, redistributed, or used to seed or train any database or model, and the exception does not extend to bulk extracts, API pulls, or exports as a whole.

7. Liability

7.1. Neither party excludes or limits its liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that applicable law does not permit to be excluded or limited.

7.2. Subject to 7.1, neither party is liable for indirect, special, incidental, consequential or punitive loss, or for loss of profit, revenue, anticipated savings, business, goodwill or data, however arising and whether or not the possibility of such loss was known.

7.3. Subject to 7.1, each party's total aggregate liability arising out of or in connection with this agreement is limited to **the greater of (a) the fees you paid in the twelve months before the event giving rise to the claim and (b) US\$100**.

7.4. Clause 7.3 does not limit your liability for breach of Section 2, or your obligation to pay fees due under this agreement.

7.5. The Data is licensed subject to Section 4, which allocates the risk of inaccuracy between us. Nothing in this Section 7 limits what we owe the individuals described in the Data, or the correction and removal route in 4.3.

8. Governing law and disputes

8.1. This agreement, and any dispute arising out of or in connection with it, is governed by the laws of the **State of Israel**, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The competent courts of **Tel Aviv-Jaffa** have exclusive jurisdiction and each party submits to that jurisdiction. Nothing in this clause deprives a customer who is nonetheless a consumer under mandatory law of the protection of that law, or of the courts of their habitual residence.

8.2. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information, without limiting 8.1.

9. Changes

9.1. We may update this agreement; material changes take effect on your next renewal and require re-acceptance at next login. The version you accepted is recorded and available on request.

10. Confidentiality

10.1. Each party will keep confidential any non-public information the other party marks as confidential or that a reasonable person would understand to be confidential — including, on our side, your usage, your saved lists and the contacts you store in the Service, and on your side the non-public terms of any bulk data licence — and will use it only to perform this agreement. This does not apply to information that is public through no fault of the receiving party, was already lawfully known to it, or must be disclosed by law, in which case the receiving party gives notice where the law allows. The Data itself is governed by Sections 1 and 2, not by this clause.

11. Your responsibilities and indemnity

11.1. You are responsible for everyone who uses the Service through your workspace: the people holding seats, and any system using an API key issued to your workspace. Keep API keys secret; a key can be revoked and re-issued at any time under Settings, and anything done with a key before it is revoked is attributed to you.

11.2. You will indemnify us against third-party claims, and the reasonable costs of defending them, that arise from your use of the Data in breach of Section 2 or Section 5, or from your use of personal data obtained through the Service in breach of applicable law. We will notify you promptly of any such claim, let you control its defence and settlement (no settlement may admit fault on our part without our consent), and give reasonable assistance at your cost.

12. The Service, support and availability

12.1. We may change the Service — its features, the sources the Data is compiled from, and the endpoints and limits of the API — provided the change does not materially reduce what your plan provides during a paid period. We will give at least 30 days' notice before withdrawing an API endpoint you have used in the preceding 90 days.

12.2. Support is by email at the address published on the Service, on business days. We aim to respond within two business days. Any service-level commitment — availability targets, response times, a security review or a signed Data Processing Agreement — applies only where it is set out in a written order form for a Business plan, and that order form prevails over this Section for the matters it covers.

12.3. We may suspend access, in whole or in part, where reasonably necessary to protect the Service or the Data from a security threat or from use that breaches Section 2, for as short a time as the circumstances allow, and we will tell you why unless the law prevents it.

13. Compliance

13.1. You represent that neither you nor any person using the Service through your workspace is subject to sanctions administered by the United Nations, the European Union, the United Kingdom, the United States or the State of Israel, or located in a territory subject to comprehensive sanctions, and you will not use the Service in breach of export control or sanctions law. We may suspend or terminate immediately where we reasonably believe this representation does not hold.

13.2. You will use the Service and the Data in compliance with the laws that apply to you, including data protection and anti-spam law where you contact the people described in the Data.

14. General

14.1. **Entire agreement.** This agreement, the Privacy Policy, the published plan and price schedule, and any

written order form between us are the whole agreement about the Service and replace any earlier discussion or representation. Nothing in this clause limits liability for fraud.

14.2. Order of precedence. If documents conflict: a signed order form, then this agreement, then the Privacy Policy, then the published schedule.

14.3. Assignment. You may not assign or transfer this agreement, or any subscription, without our written consent, which we will not withhold unreasonably for a transfer to a successor of your whole business. We may assign it to an affiliate or to a successor of our business on notice to you.

14.4. Notices. Notices to you are sent to the email address of your workspace's administrators, and to us at the contact address published on the Service. A notice is treated as received on the business day after it is sent.

14.5. Force majeure. Neither party is liable for a failure to perform, other than a failure to pay, caused by events beyond its reasonable control, for as long as those events continue; if they continue for more than 60 days either party may terminate the affected subscription on notice.

14.6. Severability and waiver. If a clause is held invalid or unenforceable, the rest of the agreement stands and the clause is read as narrowly as needed to make it valid. A failure or delay in enforcing a right is not a waiver of it.

14.7. No partnership; third parties. Nothing here creates a partnership, agency or employment relationship. Apart from the individuals protected by 4.3 and 7.5, no third party has rights under this agreement.

14.8. Language. This agreement is made in English; any translation is for convenience only.

15. Claimed company profiles

15.1. What it is. A company described on the Service may claim its profile. A claim lets the company show a small set of its own links and details on that profile: a website button, demo and careers links, a contact email, a LinkedIn page and a logo, marked as supplied by the company. A free badge for the company's own website is offered separately and is never a condition of a claim.

15.2. Who may claim. Only a person signed in with a confirmed email address at the company's own domain may claim, and they confirm they are authorised to act for the company. We may withdraw a claim made without that authority, or on behalf of a person who has left the company, and give the profile to someone who has it.

15.3. The data stays ours. A claim does not give the company any control over the rest of the profile: its people, funding, hiring, technology, competitors and events remain the Service's data, compiled as described in section 4. The company can ask for a correction through "Suggest a correction" like anyone else; claiming does not change how it is decided.

15.4. What the company supplies. The company is responsible for the links, addresses and logo it adds, and confirms it has the right to use them. They must point to the company's own sites or to booking and job-board services it uses, and must not be misleading or unlawful. We may remove any of them, or withdraw the claim, at our discretion. Links on a claimed profile are marked as sponsored and carry no promise of search ranking or traffic.

15.5. Price and billing. A claimed profile costs the price published on the pricing page at the time of purchase (at launch, \$9 a month or \$49 a year). The first month is free once per company. It is billed in advance through our merchant of record, renews until cancelled, and can be cancelled at any time from the claim page; the links stay up until the end of the period paid for. Refunds follow the refund policy.

15.6. Ending. When a plan ends or a claim is withdrawn, the company's links and details are removed from the profile. The profile itself stays on the Service.