**Exelot – Regulations, Provisions and User Agreement**

**Welcome to the Exelot website. On this page you will find the regulations and provisions for use of the website. Please read the provisions of these regulations carefully.**

These regulations refer to every use and/or service and/or purchase of every kind on the Company website and will apply to every contact with its physical and/or digital center. The regulations will apply to everyone entering this website, anyone holding a card and anyone contacting the telephone and internet service center. These regulations refer to men and women equally. Wherever the masculine gender is used in these regulations, this is for the sake of convenience only. In these regulations, the singular includes the plural, according to context. All prices include VAT (if VAT applies to the transaction), unless otherwise explicitly indicated. The prices do not include a process fee for handling or clearing, and a fee/fees will be added to each price according to the order and as detailed in these regulations.

“**Company**” – Exelot Ltd., registered in Israel and in Hong Kong, including any future registration of a company under the ownership of Exelot Ltd. and/or under its control, unless otherwise explicitly stated; and the websites Exelot.com, Exelot.co.il and any other website on their behalf in Hebrew or in any other language and any other website name extension depending on the target country. Wherever Exelot is written, this means the Company, and wherever the name Exelot appears, the meaning and intention is the Company.

**General: Responsibility of the Company for Items and Cargo Transported by it**

1. International conventions apply to international freight, such as the Warsaw Convention, which fix the rules. Wherever they apply, they limit the liability of the Company for loss, damage or delays.
2. The liability of the Company is limited only to direct damage and to the limit of liability under the Warsaw Convention, which is SDR 19/kg. [equivalent to about US $148]. The Company is not responsible for any other kinds of loss or damage, including loss of profits, loss of income, loss of business opportunities and any such indirect and other damage.
3. When the rules of the above-mentioned conventions are not applicable, the Company will compensate for loss, damage or delay up to the maximum amount of liability of US $ 100 per shipment.
4. It is possible to increase the scope of the liability by purchasing additional insurance through us; you should apply to the service representative and purchase insurance before transmitting the shipment to us. If no additional insurance has been purchased, the liability of the Company will be limited to the value of the shipment and will not exceed what is fixed in the insurance appendix for each shipment in accordance with the provisions of these regulations.
5. If the sender contends that these limits are insufficient, he must fill out a special declaration of value and request insurance as detailed in Section 4 (shipment insurance) or make his own insurance arrangements; otherwise the sender will accept all risks for loss or damage.
6. You must notify the Company in writing of any claim within no more than 14 days from the date of receipt of the shipment by the client; otherwise, the Company will not bear responsibility for any damage or loss whatsoever caused as the result of delays in supplying the shipments.
7. Delays in delivery of the shipment – the Company acts and does its best to supply the shipment according to the supply dates published by the Company; however, since they are not dependent upon the Company only, they do not and will not constitute grounds for a claim. The Company will not bear responsibility for any damage or loss whatsoever caused as the result of delays in supplying the shipments.
8. The Company will not bear responsibility for any loss or damage resulting from circumstances out of its control, such as the original sender of the goods, customs and government authorities, weather limitations, warehouses abroad, flight condition limitations, problems related to the sender, transparency of shipments for customs and security needs, examinations of the shipments by authorities in Israel and abroad, etc.
9. **The sender undertakes that all the information provided by him (personally or by someone on his behalf, a family member and/or employee) be precise, reliable and complete and that he employs reliable workers for the preparation of the shipment and is acting to prevent any unauthorized involvement with regard to the shipment, and that he is in compliance with all the customs laws and regulations on exporting and importing and the required safety and security regulations, that the bill of lading has been filled out by an authorized representative of the sender and the terms and stipulations contained therein constitute correct, binding and enforceable undertakings on the part of the sender.**
10. **The Company is responsible only in the area of shipping, transport and distribution of the goods according to the delivery system chosen by the ordering client and subject to his having paid the consideration and arranged everything required in connection with customs, taxes and other payments accompanying and connected with it and will not be obligated by any responsibilities for the liability of the product or its suitability to the needs of the client and his order, as the Company is not the supplier of the goods in any manner whatsoever.**

**Insurance – General:**

1. Every shipment is handled on a limited-liability basis as detailed below in the framework of the Company’s liability.
2. Expanding the liability and/or the insurance will be done only at the advance request of the client.
3. The insurance coverage may be expanded in advance in consideration for an additional cost in accordance with the requested insurance coverage.
4. Items prohibited for shipping via the Company are arms and ammunition, animals, pornographic material, cash, diamonds, items with a special value without notice (artworks, antiquities), dangerous material, dangerous drugs, counterfeit goods, items forbidden or limited by IATA and items which are prohibited for import and export under the laws of the State of Israel.
5. The sender will be liable for any damage or claim caused as the result of shipments which do not meet the demands detailed above.
6. The customer/ordering client is aware that the customs authorities as well as security considerations permit the opening of the shipment. The Company has the right to open and examine shipments without advance notice.
7. Calculation of transport fees – the transport fees are calculated according to physical weight or bulk, whichever is higher. The Company carries out weighing and measurements of the shipments for the purpose of pricing the air transport services.

**Regulations and User Agreement for the Website**

Welcome to the Exelot website. Exelot provides its services to clients subject to the notices, terms and conditions set forth in this Agreement (“Agreement”). In addition, all the rules, guidelines, policies, terms and conditions applicable to these services and as they are incorporated into this Agreement and/or as instructions and/or as references on the part of the Company will apply to the clients and the use of the website. **Exelot reserves the right to change this website and these terms and conditions at any time.**

**Access, browsing or any other use of this website indicates the consent of the customers to the terms and conditions in this Agreement.**

**Any provision in the singular also includes the plural, any provision in the plural also includes the singular, and any provision using the masculine, if any exist, implies the feminine and masculine together and has been done for convenience only. Please read the Agreement carefully before proceeding to use this website.**

**Use of the Website:**

The customer represents and warrants that he is an adult or is visiting the website under the supervision of a parent or guardian. Subject to the terms and conditions of this Agreement, Exelot hereby grants you a limited, revocable, non-transferable and non-exclusive license to access the website and make use of it by displaying it on your web browser, only for the purpose of shopping for personal items sold on the website, and not for any commercial use or on behalf of any third party, except as explicitly permitted in advance by Exelot. Any breach of this Agreement will result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the previous paragraph, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise utilize this website or any part thereof, unless you have received explicit written permission from Exelot. It is prohibited to make any commercial use whatsoever of the information provided at this website or to make any use whatsoever of the website for the benefit of any other business, unless explicitly permitted by Exelot in advance. The Company reserves the right to refuse service, terminate accounts and/or cancel orders at its discretion, including, without limitation, if Exelot believes that the conduct of the customer violates applicable law or is harmful to the commercial and/or other interests of Exelot.

It is not permitted to upload, distribute or otherwise publish through the website any content, information or other material which (a) in any manner violates or infringes the copyrights, patents, trademarks, service marks, trade secrets or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, discriminatory or could give rise to any criminal liability under the laws of the United States or the applicable laws of any other country; or (c) includes bugs, viruses, worms, trap doors, Trojan horses or other harmful code or software. The Company may assign you a password and account identification in order to enable you to access and use certain portions of this website. Each time you use the password or identification, you will be deemed to be authorized to access and use the website in a manner consistent with the terms and conditions of this Agreement, and Exelot has no obligation to investigate the authorization or source of any such access or use of the website.

The clients will be solely responsible for all access to and use of this website by anyone using the password and identification originally assigned to you, whether or not such access to and use of the website is actually authorized by you, including, without limitation, all communications and transmissions of information, and all obligations (including, without limitation, financial obligations) incurred through such access or use. The client is solely responsible for protecting the security and confidentiality of the password and identification assigned to you. The client will immediately notify Exelot of any unauthorized use of your password or identification and of any other breach or threatened breach of the security of this website. This “website” is owned by Exelot Ltd. (Exelot.com), registered in Israel under Company Number 515434777, and Exelot [Reg. no.] registered under Hong Kong SAR laws with a registered address at:

Reanda EFA Secretarial Limited 利安達怡暉秘書事務有限公司  
21/F., Tai Yau Building, 181 Johnston Road, Wanchai, Hong Kong

香港灣仔莊士敦道181號大有大廈21樓

Except as otherwise provided in this Agreement or on the website, anything that you submit or post to the website and/or provide to the Company, including, without limitation, ideas, technical knowhow, techniques, questions, reviews, comments and suggestions (collectively “Submissions”) is and will be treated as non-confidential and nonproprietary, and by submitting or posting, the client agrees to irrevocably license the entry and all IP rights related thereto (excluding the moral rights such as authorship right) to Exelot without charge, and Exelot shall have the royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from them by any means and in any form, and to translate, modify and reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become the sole and exclusive property of Exelot and shall not be returned to you, and the client agrees not to raise any contentions whatsoever in connection with any use of the entry by Exelot in the future.

The client warrants that his Submissions, in whole or in part, are clear and free of any IP right infringement, disputes or third party claims. Exelot assumes no liability for any misuse of copyright or any other rights of third parties by you. The client undertakes to defend and indemnify us against any losses caused as a result of the use of the entries for any purposes.

In addition to the rights applicable to any Submission, when the client posts comments or reviews to the site, the client also grants Exelot the right to use the name that you submitted with any review, comment, or other content in connection with such review, comment, or other content. The client represents and warrants that the client owns or otherwise controls all of the rights to the reviews, comments, and other content that the client posts on this website and that use of your reviews, comments, or other content by Exelot will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend that the client is another person or otherwise mislead Exelot or third parties as to the origin of any Submissions or content. Exelot may (but shall not be obligated to) remove or edit any Submissions (including comments or reviews) for any reason.

**Copyright**

All text, graphics, photographs or other images, button icons, audio clips, logos, slogans, trade names or Word files and other content on the Exelot website (collectively, “Content”), belong exclusively to Exelot or its appropriate content suppliers. You may not use, reproduce, copy, modify, transmit, display, publish, sell, license, publicly perform, distribute or commercially exploit any of the Content or otherwise dispose of any of the Content in a way not permitted by Exelot.com, without the express prior written consent of Exelot. The use of data mining, robots or similar data gathering and extraction tools on Exelot.com as well as the use of Exelot trademarks or service marks in meta-tags is strictly prohibited. The client may view and use this Content only for personal information and for shopping and ordering on the site and for no other purpose. The collection, arrangement, and assembly of all Content on this site (“Compilation”) belong exclusively to Exelot. You may not use Exelot’s Content or Compilation in any manner that disparages or discredits Exelot or in any way that is likely to cause confusion or violation of any applicable laws or regulations. All software used on this site (“Software”) is the property of Exelot and/or its Software suppliers. The Content, the Compilation and the Software are all protected under international and national copyright laws. All rights not expressly granted are reserved by Exelot. Violators will be prosecuted to the full extent of the law.

Exelot recognizes and respects all copyrights and trademarks of trade websites and third parties or others. As such, any usage of television, motion picture, music, film festival, radio or other names or titles have no connection to Exelot.com and are the sole property of the copyright or trademark holders.

**Intellectual Property Infringement Policy**

1. It is the policy of Exelot to take appropriate action where necessary to uphold and recognize all relevant national, federal and international laws in connection with material that is claimed to be infringing any trademark, copyright, patent and all or any other intellectual property laws. If the client is an intellectual property rights owner and believes that Exelot sells, offers for sale, or makes available goods and/or services that infringe your intellectual property rights, then send the following information in its entirety to service@Exelot.com.

The information required includes:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of an exclusivity that has allegedly been infringed;
2. A description of the allegedly infringing work or material;
3. A description of where the allegedly infringing material is located on the site (URL of the product/s);
4. Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;
5. A statement by you that the client has a good faith belief that the alleged use of the material is not authorized by the copyright or other proprietary right owner, its agent, or the law;
6. Identification of the intellectual property rights that you claim are being infringed by the website (e.g. “all rights reserved”, - “XYZ copyright”, “ABC trademark, Reg. No. 123456, registered 1/1/04”,etc; and
7. A statement that the above information and notification is accurate, and that under penalty of perjury, you are the copyright owner or authorized to act on behalf of the owner whose exclusive right has allegedly been infringed.

**Termination and Effect of Termination**

In addition to any other legal or equitable remedies, Exelot may, without prior notice to you, immediately terminate the Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, the client shall immediately cease all access to and use of the site, and Exelot shall, in addition to any other legal or equitable remedies, immediately revoke all passwords and account identifications issued to you and deny your access to and use of this site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including, without limitation, payment obligations) of the parties arising before the date of termination.

**Disclaimer and Limitation of Liability**

Except as otherwise provided in the standard terms of sale that govern each product on this website, this site, the products offered for sale on it and the transactions conducted through it are provided by Exelot on an “as is” basis. Exelot makes no presentations or warranties of any kind, express or implied, as to the proper operation of the website or the information, Content, materials or products included on this site except as provided here and disclaims all warranties to the extent permissible by applicable law, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, noninfringement, title, quiet enjoyment, data accuracy and system integration. This site may include inaccuracies, mistakes or typographical errors. Exelot does not warrant that the Xontent will be uninterrupted or error free. To the extent permitted by law, Exelot will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, indirect, incidental, punitive, exemplary, special or consequential damages; and to the maximum extent permitted by applicable law, the total liability of Exelot to you for any damages (regardless of the foundation for the action) shall not exceed in the aggregate the amount of fees actually paid by you to Exelot during the month immediately preceding the act allegedly giving rise to Exelot’s liability for any reason whatsoever.

**Order Acceptance**

Please note that you should view every price of an item on the website as a call for an offer rather than an offer. Your order is an offer to purchase which will be accepted when Exelot confirms your order. There may be certain orders which we cannot accept and must cancel. Exelot reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for ordering, inaccuracies or errors in product or pricing information or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order has been canceled or if additional information is required to accept your order.

**Transfer of Title**

Title to the products in your order will be transferred to you when the products leave our warehouse and are delivered to the carrier for shipment to an address designated by you in the order or to a carrier who transmits the product/s to a delivery point or an automatic device dedicated to this purpose. All liabilities and risks to the products will also be transferred to you at that time. By placing an order on this website, you authorize Exelot to engage third party shipping services on your behalf.

**Typographical Errors**

While Exelot strives to provide information for the products being sent, pricing or typographical errors may occur in good faith. Exelot cannot confirm the price of an item or its quality in the name of the supplier. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Exelot shall have the right, at its sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mis-priced, Exelot may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

**Pricing in Different Currencies and Currency Conversion**

Pricing of products sold by Exelot is based upon figures calculated in US Dollars (US$). Prices displayed in other currencies are converted from US Dollars according to the most up to date conversion rates. Due to fluctuating currency values, prices displayed in non-US denominations of currency on the site, other than on the individual product page, may not be the most current. Areas of the website where non-US denominations of currency might be inaccurate include, but are not limited to, promotional banners, promotional pages and information on product category pages. The price displayed on an individual product page, regardless of currency denomination, is the current price you will be asked to pay to Exelot.com as supplier and does not include shipping fees, customs handling cost or VAT, when applicable, or insurance fees if not otherwise explicitly stated.

**Arbitration**

Where the parties fail to settle a dispute within 30 days after such dispute occurs, they agree to submit such dispute to the Hong Kong International Arbitration Center (“HKIAC”) for arbitration which shall be conducted in accordance with the HKIAC arbitration rules in effect at the time of applying for arbitration, or for arbitration in Israel, as applicable, and the physical location of the incident for which the dispute has arisen. The arbitral awards are final and binding upon both parties. Exelot does not undertake to bear any expense of the client resulting from the arbitration process or any other process.

**Links**

This site may contain links to other websites on the Internet that are owned and operated by third parties. The client acknowledges that Exelot is not responsible for the operation of or content located on or through any such site, and what is stated in the regulations of the websites on which he browses, clarifies or shops will apply to him, *mutatis mutandis*, and according to the case, and Exelot is not responsible in any way for their content or conditions.

**Remedies**

In the event that Exelot’s remedy at law for any actual or threatened breach of this Agreement or any of its terms were to be inadequate and Exelot is entitled to a specific performance or injunctive relief, or both, in addition to any damages, Exelot will be entitled to sue and file any type of procedure, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys’ fees. Nothing written in these regulations constitutes a waiver by Exelot or a failure to act on its part in advance or retroactively, and no instance of waiver by Exelot of its rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

**Exelot congratulates you on using the site and wishes you beneficial and enjoyable use of the site.**



express it your way!

Exelot – buy abroad and enjoy!