

# GETIX TERMS OF SERVICE AGREEMENT

*Effective as of 4<sup>th</sup> of January 2019*

This Terms of Service Agreement explains the terms and conditions under which you can use the Software and the Services provided by Getix Tickets Limited. Please read carefully this Terms of Service document and keep a copy of it for your reference.

By using our Services or accessing any Content that is made available by Getix Tickets Limited you express your agreement to be legally bound by our Terms of Service stated in this document, so please read these terms carefully before using our Services as you are entering into a binding contract with Getix Tickets Limited, reg. no. 638243, Ground Floor, 8-9 Marino Mart, Fairview, Clontarf Dublin 3 D03 P590 D03 P590, Ireland. If you do not agree with (or cannot comply with) the terms and conditions set forth below, do not use or access our services.

These Terms do not interfere with any obligation or authorization provided in any other agreement concluded between you and Getix Tickets Limited. Provisions of any individual Agreement between you and the Getix Tickets Limited supersede provisions from these Terms.

## 1. DEFINITIONS

1.1 The following definitions explain some of the terminology and abbreviations used throughout our Terms of Service Agreement:

**'Terms/Agreement'** refers to the latest version of this Terms of Service Agreement document.

**'Site'** refers to the website of the Getix available at <getix.co>, or any other URL which may host Getix Tickets Limited websites or Services.

**'Software'** refers to the software created by Getix Tickets Limited, its interface and functionality.

**'App'** refers to the Getix mobile application provided by Getix Tickets Limited.

**'Services'** refers to the functionality of the Software, the Site, support and customization of the Software and other services provided by Getix Tickets Limited, through the Getix as advertised on the Platform.

**'Platform'** refers to the Software, Site, and Services collectively.

**'User/You'** refers to any person using or accessing our Platform.

**'We/Us/Getix'** refers to Getix Tickets Limited, and their partners and affiliates.

**'Privacy Policy'** refers to Privacy Policy document governing the rules of collecting, using and storing information provided by Users.

**'Third-Party'** refers to any application, website, natural or legal entity other than Getix Tickets Limited.

**'Content'** refers to all images, text, audio and video data or any other information located on the Platform.

**'Attendee Data'** refers to the Content provided by persons providing information to the Users as attendees of their posted events.

**'Subscription Period'** refers to the period of time for which your subscription with us is active.

**'Subscription Fee'** refers to the cost of the Subscription for the selected Subscription Period.

**'Effective Date'** refers to the date on which the payment of the Subscription Fee is processed.

**'Information'** refers to information about the Users themselves provided for the purpose of using our Services, contacting support or anonymous statistical information collected from the Users through cookies or third-party services.

**'Confidential Information'** refers to any and all information disclosed between the parties of this Agreement in relation to the Services, and especially, without limiting, Information about Attendees collected through the Platform on behalf of the Users. Confidential Information does not cover information that was known to either party prior to disclosure, information that was made available to the public or information which is intended and disclosed for the purpose of publishing.

## **2. GENERAL PROVISIONS**

### **(A) SCOPE OF THE SERVICES**

2.1 Getix offers an access to its Software through the Site which allows Users to create and manage events and sell tickets using their own name, logo and payment proxy, to collect, store and process information about the attendees, and other services fully described on the Site. Access to some these Services is available only upon registration which is done through proper forms on the Site.

2.2 Getix cannot guarantee or warrant that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We will undertake and implement all reasonable measures to maintain the security and integrity of the Data provided by Users. Getix cannot and does not guarantee the 100% uptime for its Services. Services may be down (i) for scheduled maintenance, (ii) force majeure events, (iii) for specific Users because of the account suspension or termination, (iv) internet problems outside of the Getix area of influence, (v) bugs in code, hardware or Services without a commercially know fix.

2.3 During the Subscription Period, Getix undertakes to provide customer support to the User as necessary and within its possibilities. User agrees that Getix is not responsible for issues whose cause does not come out of the Services, Software or Platform.

### **(B) ELIGIBILITY**

2.4 By registering for the use of the Services, you confirm that you (i) have full legal capacity to enter into a binding relation, (ii) that you will provide true, accurate, current, and complete information where requested, and information which is otherwise compatible with these Terms, (iii) that you will not use Services contrary to these Terms or applicable laws. If you are accessing our Services on behalf of a legal entity, you further confirm that (i) you have the appropriate authorization to accept the terms of this Agreement, (ii) you have the appropriate authorization to bind such legal entity by accepting this Agreement, (iii) legal entity on behalf of whom you accept this Agreement has full power to enter into this Agreement and to perform obligations as defined herein.

2.5 We may not control who uses the Platform, so it is upon you to assess whether using the Platform is in compliance with any local laws and regulations. Whenever you are using our Platform, you will need to comply with these Terms and any applicable laws, regulations, and policies. If any part of the Platform is not in compliance with your local

laws, you may not use the Platform. Any such Service will be considered as 'not available in your region.'

### **(C) REGISTRATION**

2.6 During the registration process, Users will be asked to provide some personal information, the collection, use, and storage of which is regulated by our Privacy Policy document and applicable laws. Users are required to provide true, accurate, current and complete information as prompted by forms provided. If you provide information contrary to aforementioned conditions, we may deny you or terminate your access to parts of our Services. We are not responsible for any failure in providing the Services which results from information that is not true, accurate, current and complete.

2.7 You understand that it is your responsibility to keep your log in information confidential. You are responsible for all activity under your account. If you ever find out or suspect that someone accessed your account without authorization, you are advised to inform us immediately.

### **(D) SUBSCRIPTION**

2.8 Users can choose the duration of their Subscription Period. Subscription Period starts on the Effective Date and ends on the same day in the month in which the selected duration of Subscription Period expires. In case the month in which the Subscription Period expires does not have the date which matches Effective Date, Subscription Period will end on the last day in that month.

2.9 Subscription Period will automatically renew at the end of the current Subscription Period. Renewed Subscription Period will be by default for the same duration as the current Subscription Period. Subscription Fee for the Renewed Subscription Period will be calculated in accordance the prices that were in effect fifteen (15) days prior to the expiry of the current Subscription Period. If you wish to stop using our Services, you may discontinue automatic renewal option in your User account before the expiry of the current Subscription Period. You may not cancel the Subscription Period you already paid for. We do not offer any refund in case you want to cancel your use of the Services. If you want to discontinue using our Services you may do so only by turning off auto renewal, in which case you will be able to use the Services until the end of the current Subscription Period.

### **(E) CONTACT**

2.10 By allowing us access to your e-mail address, you agree that we may contact you using such contact information, for any matters relating to the Services (**Service e-mails**). These e-mails do not constitute "unsolicited commercial e-mail advertisements," and you are not able to opt-out of receiving them.

2.11 If you have any question or suggestion you can contact us at [support@getix.co](mailto:support@getix.co).

## **3. ACCEPTABLE USE POLICY**

3.1 You agree that you will not misuse our Platform. A misuse constitutes any use, access or interference with the Platform contrary to Terms, Privacy Policy and applicable laws and regulations. We can, in our sole discretion, suspend or terminate access to all or parts of the Platform to any User, without prior notice or need to deliberate on reasons for such measure. We reserve the right to deny Services to anyone at any time. During your use of our Platform, you will not behave contrary to the Terms, Policies, applicable laws and regulations, and you will especially not, without limitation, do any of the following:

- (i) send or otherwise post unauthorized commercial communications (such as spam) through the Platform;
- (ii) access the Platform using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- (iii) upload viruses or other malicious code;
- (iv) bully, intimidate, or harass any other User;
- (v) post or transmit content which is illegal, hateful, obscene, threatening, incites violence, insulting, defamatory, infringing of intellectual property rights, invasive of privacy, or contains graphic or gratuitous violence or is otherwise objectionable to third parties;
- (vi) harass, threaten, embarrass or cause distress or discomfort upon another individual or entity or impersonate any other person or entity or otherwise restricting or inhibiting any other person from using or enjoying the Platform;
- (vii) take any action creating a disproportionately large usage load on our Platform unless expressly permitted by Getix Tickets Limited ;
- (viii) post or transmit content that is misleading.
- (ix) communicate any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or otherwise infringes or violates someone else's rights;
- (x) encourage participation in or promote any contents, pyramid schemes, surveys, chain letters or spamming, or unsolicited emailing through the Platform;
- (xi) post or transmit hyperlinks to other websites that violate these Terms;
- (xii) facilitate or encourage any violation of these Terms.

3.2 If for any reason, your account, or any part thereof, is suspended, banned, restricted, blocked, terminated or otherwise disabled by Getix, you agree to abide by such decision. You may not create another account with the intent to bypass these limitations or attempt to circumvent any limitation imposed on your account without our permission. Any effort to evade these limitations may result in the termination of all current and future accounts you register.

## **4. EVENTS**

4.1 Users understand and agree that they will not post Events if they are not allowed by law or other statutory or contractual obligation and especially if the Event and Event premises do not fulfil at least the minimum safety requirements. If the Event or its content is not appropriate for all ages, Event organizers must include appropriate notice when posting such Event on the Platform, and they will not allow Users under the certain age to purchase tickets or register for such Event. Getix bears no responsibility for Event organizer's violation of these Terms.

4.2 When you create an Event or make available any content, you thereby represent and warrant that:

- The creation, distribution, transmission, or public display, and the accessing, downloading, or copying of your content does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us and other users of the Platform to use your content in any manner contemplated by the Platform and these Terms.
- Your content is not false, inaccurate, or misleading. Your content is not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your content is not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your content does not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your content does not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- Your content does not violate any applicable law, regulation, or rule.
- Your content does not violate the privacy or publicity rights of any third party.
- Your content does not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- Your content does not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- Your content does not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your content does not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

4.3 Some Services require the use of Attendee Data such as registering a ticket to the specific person, creating attendee list for each event, or creating statistical data. Users are choosing what information they request from attendees and what Services they want to utilize which requires such information. Users are solely responsible for the Attendee Data they request from the attendees by utilizing the Platform. With regard to the Attendee Data, Getix has a position of a “Processor” while User has a position of a “Controller” as defined in the EU General Data Protection Regulation. User shall be obliged to comply and demonstrate the compliance with applicable privacy laws and regulations. Relationship between User and Getix with regard to Attendee Data is regulated by the Data Processing Agreement (hereinafter: **DPA**) which is an integral part of these Terms. Getix may only process Attendee Data in accordance with the instructions set forth in the DPA concluded between Getix and User.

4.4 Getix does not take any part in providing the Event other than providing the Software through which the event is managed. Events may not display Getix logo, name or other identification unless otherwise agreed in writing. Getix does not provide payment gateway nor does Getix process payments on behalf of the User. Users understand and agree to bear all costs connected with the event including, but not limiting, payment of any compensation to the Attendee or reimbursement of the chargeback costs to Getix and Attendees. Event organizer should include their refund policy when publishing the Event.

## **5. EVENT ENTRANCE CONTROL APP**

5.1 Getix provides an App to assist Users with the entrance control. The App may be used to scan the tickets and to connect the ticketed with specific attendee.

5.2 Use of the App is regulated by these Terms as well as the applicable terms of the iTunes or Google Store platforms.

5.3 Event organizers understand and agree that the use of the App is connected with some Third-Party expenses such as internet providers and mobile devices which are not the responsibility of Getix unless agreed to otherwise in writing.

5.4 Considering the way the App functions, we cannot guarantee that the App will perform in all circumstances. If the User chooses to use our mobile App for assistance with entrance control, he needs to make sure at least a few days before the event:

1. That the mobile devices User intends to use is able to run the App.
2. That the App is able to scan tickets in any light condition perfectly.
3. That there is a stable internet connection available for the use of the App. Users must consider that in big event high workloads on the networks may cause instability with the internet connection. Getix may offer offline hardware solution for rent on daily basis. If you are interested in this solution please contact us at support@getix.co.

5.5 Getix does not take any responsibility for any failure in the functioning of the App. Users should always be ready with offline solution in case this Service is not available or is not functioning as expected. If Users expect a large number of attendees Users understand that such situation may cause a spike in the network usage which may hinder or completely disable the use of the App. In order to prevent potential problems, User should inform Getix at least 5 days prior to such Event taking place.

5.6 Getix may offer additional Service, subject to additional costs, including renting and operating dedicated hardware (local server and wifi routers) to allow entrance control to work locally without internet connection. For more details please contact support and sales team at support@getix.co.

## **6. INTELLECTUAL PROPERTY**

### **(A) PROPRIETARY RIGHTS**

6.1 The copyright and all intellectual property rights in the Platform belong to Getix Tickets Limited or are used with appropriate permissions. It includes design, all database rights, trademarks, text, graphics, code, file and links, service marks, and the selection and set up thereof. All rights are reserved. Nothing in this agreement shall be understood or intended for transfer of such intellectual property rights to you or any other third party.

6.2 Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sub licensable license to access and use the Platform and the Software. Except as expressly permitted in this Agreement, you may not:

- copy, modify or create derivative works based on the Platform or Software;
- distribute, transfer, sublicense, lease, lend or rent the Platform or Software to any third party; or
- reverse engineer, decompile or disassemble the Platform or Software.

### **(B) NOTIFICATION OF INFRINGEMENT**

6.3 If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to the Site's Copyright Agent:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;

3. A description of where the material that you claim is infringing is located on the Site or the App;

4. Your name, address, telephone number and e-mail address;

5. A signed statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. A statement by you, made under penalty of perjury, that the information provided in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

6.4 Our copyright agent can be reached as follows:

Email: support@getix.co

#### **(C) ATTENDEE DATA**

6.5 Before collecting the Attendee Data through our Services, Users understand and agree that it is their obligation to inform the attendees on the purposes for collection of such data, legal grounds for collection, duration of the storing of the data and other information required by applicable laws and regulations, all for the purpose of transparent and lawful collection and processing of Attendee Data. Getix may provide you with an example of how such information should look like. Such example is only for information and educational purposes and in no way constitutes a promise or guarantee that such document is applicable to your use of our Services or that such example is fully in compliance with all applicable laws and regulations. Please obtain your own legal council before collecting Attendee Data.

6.6 Users retain all rights, title, and interest in the Attendee Data Getix is processing on User's behalf. By providing the Attendee Data, Users grant us a limited, non-exclusive, non-transferable license to host, reproduce, and process such User Data for the sole purpose of providing the Services or customer support in accordance with the Data Processing Agreement. Getix Tickets Limited shall not use User Data contrary to these terms and will treat such User Data as Confidential Information. Insofar where such assistance is necessary for compliance with laws, regulations, and requests made within the scope of EU GDPR, Getix Tickets Limited shall assist the User by appropriate technical and organizational measures. We will also provide Users with any information necessary to demonstrate compliance with the obligations laid down in EU GDPR.

6.7 Considering how we do not monitor the content of the Attendee Data, you agree to inform us immediately if you come across any illegal activity, activity that is in breach of these Terms, or activity you suspect might be in violation of these Terms or applicable laws or might otherwise be objectionable.

#### **(D) THIRD PARTY CONTENT**

6.8 Some content on the Platform, such as advertisement, may be provided by the Third-Parties. We are not responsible for such content, nor do we monitor, or control content provided by the Third-Parties.

#### **(E) CONFIDENTIAL INFORMATION**

6.9 During the term of this Agreement, Users may be required to provide or volunteer to provide certain Confidential Information to Getix Tickets Limited and Getix Tickets Limited may disclose certain Confidential Information to the Users. Regarding such information both parties hereby agree (i) to keep Confidential Information in strict confidence, (ii) to undertake all reasonable measures to protect the confidence of Confidential Information, (iii) not to disclose, or otherwise make available, Confidential Information to any third party

without obtaining prior written consent, (iv) to use Confidential Information only for the purposes intended, (v) to return all Confidential Information and any and all copies, extracts or derivative works resulted from Confidential Information upon written request or upon termination of the Agreement, and to destroy or erase all remaining copies of the Confidential Information regardless of the form or media on which the Confidential Information is stored.

## **7. PAYMENT AND PRICING**

7.1 Prices for the Services are listed on the Site and are shown exclusive of VAT and other applicable taxes. You understand and agree that it is your responsibility to pay applicable taxes for your use of the Services.

7.2 When subscribing on the Site, you can choose the method of payment. If you are paying by credit card, you must provide valid and current information necessary to process the payment. You agree and authorize us to charge your credit card for all fees payable during your use of the Services.

7.3 Subscription Fee is calculated in the moment of submitting the registration on the Site. Subscription Fee for the current Subscription Period will not be affected by the Service price changes as described in article 7.6 of this Agreement.

7.4 You authorize us to charge your credit card for the Subscription Fee at the expiry of the current Subscription Period unless auto-renewal is turned off in the moment of processing of the payment.

7.5 If any amount owned is not paid by the due date, we reserve the right to charge an interest on the due amount at the rate of 1.5% per month or maximum allowed interest rate under the law, whichever is less.

7.6 We reserve the right to change prices at any time and we will aim to notify you on such changes by appropriate available means. Such changes will not affect User's current Subscription Period. Prices that were effective fifteen (15) days prior to the Subscription renewal will be applied for the payment of the renewed Subscription Period.

7.7 Getix does not process payments by the attendees to the Users. Users are solely responsible for collection and processing of such payments and obtaining payment gateways for their events.

## **8. THIRD-PARTY SERVICES**

8.1 The Services may be made available or accessed in connection with Third-Party services and content (including advertising) that Getix Tickets Limited does not control. We may also provide you with links leading to the Third-Parties. You acknowledge that different Terms of Service and privacy policies may apply to your use of such Third-Party services and content. Getix Tickets Limited does not endorse such Third-Party services and content and in no event shall Getix Tickets Limited be responsible or liable for any products or services of such Third-Party providers.

8.2 Our Services may be used in connection with third-party services such as Facebook, Twitter, Google +, and other. In that sense your interaction with the Platform is further regulated by the third-party's respective terms and privacy policies. Getix is not sponsored, endorsed, organized or in any other way supported by these third-parties.

## **9. INDEMNITY**

9.1 You will indemnify and hold harmless Getix Tickets Limited, and its employees and affiliates, from and against any claims, disputes, demands, liabilities, damages, losses, and



costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your access to or use of the Site and our Services, content which you provide, or your violation of these Terms.

## **10. LIMITATION OF LIABILITY**

10.1 YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE Getix Tickets Limited SERVICE IS TO STOP USING THE SERVICES.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW Getix Tickets Limited, ITS EMPLOYEES, OFFICERS, AGENTS, AFFILIATES, SUCCESSORS, SUPPLIERS, ASSIGNEES OR LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF YOUR ACCESS OR USE OR INABILITY TO ACCESS OR USE THE PLATFORM, THIRD-PARTY APPLICATIONS OR THIRD-PARTY APPLICATION CONTENT, INCLUDING WITHOUT LIMITATION ANY OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OF THE PLATFORM, REGARDLESS OF LEGAL THEORY, EVEN IF Getix Tickets Limited HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Getix Tickets Limited, its employees, agents, and its directors do not accept any liability and you hereby agree to release us of any liability arising (whether directly or indirectly) out of the information provided through the Platform, or any errors, in or omissions from information on the Platform. Getix Tickets Limited is not liable for loss (whether directly or indirectly) caused by your actions or decisions based on your reliance on the information provided to you through the Site, nor caused by the delay, malfunction of the operation or the availability of the Platform.

## **11. CHANGES**

11.1 Getix Tickets Limited MAY MAKE CHANGES OR REPLACE OUR TERMS OF SERVICE AGREEMENT AT ANY TIME. WE WILL POST SUCH CHANGES, REPLACEMENTS AND UPDATES ON THE PLATFORM AND SUCH CHANGE, REPLACEMENT AND UPDATE TO OUR TERMS OF SERVICE AGREEMENT WILL TAKE EFFECT IMMEDIATELY UPON POSTING. YOU ARE CONSENTING TO KEEP YOURSELF UP TO DATE WITH THE LATEST POSTED TERMS OF SERVICE AGREEMENT AND YOU ACCEPT AND ARE BOUND BY SUCH CHANGE, REPLACEMENT AND UPDATE IF YOU CONTINUE YOUR ACCESS OR USE OF OUR SERVICES AFTER WE HAVE POSTED UPDATED TERMS OF SERVICE.

## **12. TERMINATION**

12.1 User may terminate this Agreement without notice period by turning off the auto renewal option in which case the Agreement shall be terminated at the expiry of the current active Subscription Period. On termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

12.2 Getix Tickets Limited may terminate this Agreement without cause with thirty (30) days notice period. Getix Tickets Limited may terminate this agreement without notice and with immediate effect if User:

- (i) breaches this Agreement;
- (ii) fails to make due payments;
- (iii) misuses the Services or uses Services contrary to Acceptable Use policy;
- (iv) engages in fraudulent or illegal activities.

12.3 Upon termination of this Agreement, User will not be able to use the Services. If the Agreement has been terminated, User shall be liable to pay to the Getix Tickets Limited any outstanding fees due for payment immediately. Getix Tickets Limited shall not be responsible for any damage caused by the termination of this Agreement.

### **13. GOVERNING LAWS AND CHOICE OF FORUM**

13.1 This Agreement shall be governed by and construed under the laws of Ireland, without regard to its conflict of law provisions, as applied to agreements entered into and to be performed in Ireland by the Ireland residents. You agree that if you have any dispute with Getix Tickets Limited you will contact us in order to settle through negotiations and mutual understanding. If the solution can not be reached in negotiations you agree and hereby submit to the exclusive jurisdiction of the official courts in Ireland.

### **14. FINAL PROVISIONS**

14.1 **Publicity.** All media releases, public announcements and public disclosures by the User relating to this Agreement or its subject matter, including promotional or marketing material, shall be coordinated with and approved by Getix Tickets Limited and User prior to release. User may not publish Getix logo on their websites or event pages without prior written approval. Getix Tickets Limited may request that User removes Getix's logos from their respective websites, and Users agree to comply immediately upon reception of such request.

14.2 **Assignment.** Either party may only assign or transfer its rights or obligations under this Agreement with the other party's prior written consent (such consent not to be unreasonably withheld).

14.3 **Entire Agreement.** The terms of this Agreement constitute the entire agreement between the parties regarding its subject matter and supersede and replace any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

14.4 **Severance.** If any part of these Terms is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforceability of the remainder of the Terms.

14.5 **Titles.** The section titles in the Terms are for convenience only and have no legal or contractual effect.

14.6 **Force Majeure.** For the purpose of this Agreement Force Majeure Event shall mean any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay to perform its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

14.7 **Waiver.** Any failure to exercise or enforce any right or the provision of this agreement shall not constitute a waiver of such right or provision.

14.8 **Language.** These Terms may be available on multiple languages, however English version will be considered as the authentic and official version.