

DV DIGITAL VILLAGE – TERMS OF SERVICE

Digital Village IO's mission is to develop a method for building sustainable online cyber environments and to provide individual users with personalized user experience of the currently available version of our Digital Village platform while creating digital sustainability standards by comparing physical events and activities with digital ones conducted on our platform as well as to provide sustainable designers an opportunity to promote their digital design items to users.

These Terms of Service govern the use and the provision of the Services by Digital Village to our Users from time to time.

By accepting these Terms of Service as part of an Offer or electronically via the Services, User accepts the Contract in its entirety as part of the access to and/or use of the Services and a binding Contract is formed between the Parties. If you do not agree to this Contract, you may not access and/or use any of our Services.

By accessing and/or using the Services as an authorized representative of a User, the person accepting the Contract warrants that it has the authority to commit to the Contract on behalf of the respective User.

1 DEFINITIONS

“Aggregate Usage Data” means general usage, statistical and/or aggregate data regarding User's use of the Services (including the results of anonymous analysis of User Data performed by Supplier in accordance with the Contract).

“Confidential Information” is defined in Section 7.1.

“Contract” means collectively the Offer (if any) and/or these Terms of Service.

“Digital Item” means a digital clothing item obtained by an individual User through the Services from another User acting as an initial designer.

“Digital End Product” means a customized digital end product based on the Digital Item produced via the Services in accordance with any specifications provided by the User responsible for obtaining the Digital Item.

“Documentation” means any manuals, user guides and other documentation related to the Services and its functionalities, such as service descriptions, metadata related to Digital Item, user manuals and maintenance documentation, including modifications and updates thereto. The Documentation constitutes Confidential Information of Supplier in accordance with Section 7.

“Feedback” the results of any evaluation of the Services by User, including User's opinions, comments and suggested improvements regarding the Services.

“Intellectual Property Rights” means copyrights and related rights (including database and catalogue rights), patents, utility models, design rights, trademarks, tradenames, domain names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

“Master Data” means any data, information or materials regarding Users compiled or generated by Supplier and used in the Services to provide its features as well as any other information provided by Supplier in the Services, which is not User Data.

“Offer” means a written offer or order between the Parties or another document specifying the Services to be provided by Supplier and referencing these Terms.

“Party” means individually Supplier or User (jointly the **“Parties”**).

“Services” means the current and any further developments, updates and versions of the www.digitalvillage.io website and browser and/or mobile enabled DV Digital Village platform surrounding, including Digital Village’s intermediary e-commerce service, related server hosting environment, back end and user interfaces.

“Supplier” means Digital Village IO (Business ID: FR53898130612).

“Terms” mean these Terms of Service, as applicable from time to time in accordance with the Contract.

“User” means any authorized user of the Services, visitor to the Services and/or a consumer and/or business customer buying Digital End Products from time to time via the Services as well as any authorized representative of initial designer providing Digital Items via the Services. Users may be private individuals or company representatives.

“User Data” means any information, data and materials (including notes and documentation) that is entered, uploaded onto or stored in the Services in connection with User’s use of the Services. User Data excludes the Documentation, Feedback and Master Data.

2 SERVICE DESCRIPTION AND USE OF THE SERVICES

Service description

- 2.1 The Services offered by Digital Village to individual Users are built on two main functions: the possibility to obtain Digital Items through the Services from Users’ acting as initial designers and/or creation of Digital End Products by purchasing services offered by our business partners.
- 2.2 In order to offer and obtain Digital Items, Users shall automatically be subject to the creation of smart contract-based user account via blockchain process operated by our partner VeChain Blockchain. The purpose of the automated blockchain process is to create transparency and trust among the Users in order to validate an individual User’s claim to a particular Digital Item as well as authenticate the issuance of Digital Item from a User acting as an initial designer. By obtaining Digital Items through the Services, individual User’s may utilize such Digital Items for various digital purposes, e.g. for clothing video game characters and/or avatars.
- 2.3 In case an individual User wishes to add value for his/her Digital Item obtained through the Services, we offer a customized service under which the User may purchase a Digital End Product built on his/her Digital Item in accordance with the User’s chosen specifications. Users may utilize such Digital End Products for the purposes of clothing and fitting their digital selves in accordance with customized measurements. Purchases

for such Digital End Products shall be made via our e-commerce functionality available through the Services.

Access to the Services

2.4 The Services and its functionalities, save for visitors to our website, become available to User through registration to the Services. As part of the registration, Supplier may provide User with the standard Documentation regarding the use of the Services.

2.5 User must be at least 16 years old and of full capacity in order to use the Services.

2.6 Subject to the terms and conditions of the Contract, Supplier hereby grants to User and User hereby accepts a limited, non-exclusive, non-transferable, and non-sublicensable right for User to use the Services and the Documentation during the term of the Contract.

Usage Restrictions

2.7 Unless otherwise permitted in the Contract, User may not and is not entitled to permit others to do any of the following:

- (a) circumvent or attempt to circumvent any usage control or anti-copy features of the Services;
- (b) probe, scan or test the vulnerability of the Services;
- (c) use the Services and the content available through the Services in any manner that could damage, disable, overburden or impair the Services;
- (d) use any data mining, robots, scraping, or similar data gathering or extraction methods;
- (e) use, sell, rent, transfer, license or otherwise provide any third party with the Services and/or the content available through the Services, except as provided in the Contract;
- (f) interfere with Supplier's other users and customers' use and enjoyment of the Services;
- (g) reverse engineer or decompile the Services or access the source code thereof, except as permitted by law;
- (h) use the Services for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- (i) use the Services in violation of applicable law;
- (j) use the Services in ways that violate Intellectual Property Rights, business secrets or privacy of third parties; or
- (k) use the Services to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

2.8 Supplier shall have the right to deny User's access to and use of the Services without prior notice if Supplier suspects that a User uses the Services in violation of the Contract.

General Obligations of User

2.9 User is responsible for preparing its hardware, connections, software and data systems to meet the operating environment of the Services and for ensuring that the Services fulfils User's intended purpose of use. The use of the Services requires a functioning connectivity to internet.

2.10 User is responsible for all User Data and content the User enters into the Services and the validity and accuracy thereof.

2.11 User shall use the Services in compliance with the Contract and the acceptable use policy provided in the Services from time to time. Misuse of the Services by User may lead to termination of the Contract or suspension or denial of access to the Services.

2.12 User shall indemnify Supplier from and against, and, at Supplier's option, defend Supplier from any claims, damages, liabilities, losses, costs and expenses (including reasonable attorney's fees) arising from or in connection with: (i) User Data; or (ii) any violation of laws or regulations or rights of others by Users' use of the Services.

Authorized Users

2.13 In order to use the Services, the User must follow the registration phase and provide requested information.

2.14 Registration to the Services shall be free of charge for the current version of the Services.

2.15 User is granted a username and a password in connection to his/her user and/or company account. These Service credentials are personal. The User shall use all reasonable endeavours to prevent unauthorized access to or use of the user and/or company account. User can have only one user and/or company account.

2.16 User is responsible for any unauthorized use of the Services performed through the accounts given to User. In the event of or if User has reason to suspect any unauthorised access or use of the Services, or if any account details have been revealed to a third party, User shall notify Supplier thereof. The User shall be responsible for any use of the Services and any activity under the user and/or company account of the User.

2.17 Supplier shall not under any circumstances be liable for damages caused by any unauthorized or unlawful use of a User's user and/or company account. User shall indemnify and hold harmless Supplier against any and all damages incurred by Supplier due to unauthorized or unlawful use of a user account.

3 TRANSACTIONS BETWEEN THE USERS THROUGH DV E-COMMERCE FUNCTIONALITY AND PURCHASE OF SERVICES

General

- 3.1 Users may obtain Digital Items through the Services provided by Users acting under the capacity of initial designers, as made available at the Services. Upon claiming such Digital Item, the Services enable Users to purchase customized Digital End Products via our business partners by means of 3D software and other related services.
- 3.2 In order to create transparency for the Users, the Services are embedded with automated public blockchain process for the purposes of creating smart contracts to authenticate the initial designer and/or Digital Items provided by them as well as to validate the change of ownership to the User purchasing such Digital Items.
- 3.3 In order to provide Digital Items, obtain Digital Items and/or purchase Digital End Products through the Services, a User must register to the Services as set forth above.
- 3.4 Users providing Digital Items and/or obtaining Digital Items through the Services may be private individuals or traders. The Services operate as a marketplace for the Digital Items through which a User may provide such Digital Items to other Users in its own name and on its own behalf. The User providing the Digital Item through the Services under the capacity of a trader acknowledges that he/she shall bear the responsibility according to the compelling consumer protection legislation in relation to a User obtaining such Digital Items under the capacity of a private individual, where applicable.
- 3.5 Users acknowledge that while conducting digital transactions for Digital Items through the Services, the Supplier is under no circumstances a party to such transaction nor be held liable for the fulfillment of any duties or obligations under such transaction between the Users. Users providing their Digital Items to other Users shall sell such items to their own account.
- 3.6 User purchasing Digital End Products through the Services under the capacity of a private individual shall have the benefit of his/her rights under the compelling consumer protection applicable to the Services and/or purchase of Digital End Products towards Digital Village as a trader.
- 3.7 Notwithstanding Section 3.6 above, the User acting under the capacity of a private individual acknowledges that he/she is not eligible to use the right of withdrawal from distance sale, as provided by applicable compelling consumer protection legislation, as regards to Digital End Products due to the fact these products are custom made in accordance with the specifications provided by the User.
- 3.8 Digital Village shall collect the payment for Digital End Products from the User acting as a purchaser through a third-party payment service provider and shall forward the agreed payment to the User providing the Digital Item underlying the respective Digital End Product.

Terms of Sale

- 3.9 Digital Village shall have the right to advertise the Digital Items provided by initial designers in the Services in any way it chooses. User providing Digital Items shall grant Digital Village a non-exclusive and royalty-free license for an indefinite period for images of Digital Item included in the selection category or Service-related marketing, including without limitation to social media advertising. All Intellectual Property Rights

related to the images of Digital Items shall remain with the User providing such Digital Items.

- 3.10 The User providing Digital Items through the Services warrants in good faith that it has an unencumbered ownership of the provided Digital Item and that the items provided are authentic. Digital Village shall in no circumstances be liable for any unlawful provision of Digital Items to a third party.
- 3.11 Upon receiving User's payment for Digital End Product via their digital wallets, we shall compensate the User providing the respective Digital Item underlying Digital End Product with the payment sum within three (3) weeks following the receipt of payment from their digital wallets.
- 3.12 In case Digital Village becomes liable for defects towards the User purchasing Digital End Products due to reason attributable to the User providing the respective Digital Items, Digital Village shall be entitled to claim equivalent compensation from the User providing such Digital Items. In no circumstances shall Digital Village be liable to the User providing Digital Items through the Services for any direct or indirect damages unless the damage is caused by Digital Village's willful action or gross negligence.

Terms of Purchase

- 3.13 The User acting as a purchaser for Digital End Products made available through the Services shall pay such products using their personal digital wallets.
- 3.14 The liability of a User acting as the provider for Digital Items for any defected Digital Items underlying a Digital End Product sold through the Services and/or Digital Village acting as a provider for Digital End Products and the responsibility of a User acting as a purchaser for a Digital End Product to issue a reclamation for defected Digital End Product shall be governed by the applicable compelling consumer protection legislation.

4 AVAILABILITY, SECURITY, BACKUPS AND CHANGES TO THE SERVICE

Availability

- 4.1 Supplier will provide the Services to User "as is" and use commercially reasonable efforts to make the Services available to User, subject to operational requirements, including maintenance and security.
- 4.2 Notwithstanding the above mentioned, Supplier shall have the right to temporarily suspend the provision of the Services in accordance with the following Sections, without any obligation to compensate any damages or service level failures to User.
- 4.3 Supplier shall have the right to suspend the availability of the Services for a reasonable duration, if this is necessary in order to perform installation, change or maintenance work in respect of the Services.
- 4.4 Supplier shall have the right to suspend the availability of the Services due to severe data security risk to the Services or if required by law or public authorities. If Supplier suspends the Service for this reason, it shall inform registered Users of the suspension

and the duration of the estimated suspension in advance or, if this is not reasonably possible, without undue delay after Supplier has become aware of such occurrence.

- 4.5 Supplier shall have the right to deny User's access to the Services without any prior notice to User, if Supplier suspects that User burdens or uses the Services in a manner which may jeopardize the availability of the Services to other users. Supplier shall without undue delay inform User of the reasons for such denial.
- 4.6 User acknowledges that interruptions to the availability of the Services may also occur due to no fault of Supplier, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.

Security and Backups

- 4.7 Supplier maintains a formal information security policy that is designed to protect against threats or hazards to the security of User Data and prevent unauthorized access to User Data.
- 4.8 Subject to Section 10.2 below, Supplier is responsible for taking backup copies of User Data processed in the Services, for verifying the functionality of the backups and for ensuring that User Data can be recovered from the backups. Supplier will maintain the backups in a suitable manner in conformity with its backup policy. In all other respects, User shall be responsible for taking backup copies of User Data.
- 4.9 If User Data stored in the Services is destroyed, lost, altered or damaged by the actions of a User in the Services or if User has otherwise by its own action caused the destruction, loss or alteration of, or damage to, the User Data stored in the Services, Supplier shall have the right to charge for the recovery of such User Data on a time and materials basis.

Changes to the Service

- 4.10 User acknowledges that the Services is provided in a multiuser environment. Supplier may therefore make modifications or changes to the Services at any time at its sole discretion and without notifying User thereof, provided that such changes do not materially affect User or User's use of the Services. If Supplier introduces changes materially affecting the Services or User's use of the Services, Supplier will notify User thereof in advance in writing and User is entitled to terminate the Contract and the subscription of the Services by written notice to Supplier if User does not accept the changes.

5 DATA

Master Data

- 5.1 All Intellectual Property Rights and title to Master Data and any improvements thereto shall belong to Supplier or its licensors, as the case may be.
- 5.2 Subject to User's compliance with the Contract, User has the right to use the Master Data as incorporated in the Services in accordance with the license granted under Section 2.3. User is, however, not entitled to extract any Master Data from the Services or use it independently from the Services (including without limitation collecting Master

Data for the purpose of compiling a separate database of any Master Data), unless separately agreed in writing between the Parties.

User Data

- 5.3 All Intellectual Property Rights and title to User Data and any improvements thereto shall belong to User and/or its licensors, as the case may be.
- 5.4 In connection with the use of the Services, User may submit User Data into the Services in accordance with its functionalities. User shall have the right to delete User Data from the Services at any time. User shall ensure that User Data do not infringe any third-party Intellectual Property Rights or violate any applicable laws or legislation.
- 5.5 User shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Data. User shall not upload any illegal, offensive, threatening, libelous, defamatory, or otherwise inappropriate data, materials or content to the Services. Supplier shall have the right, but shall not be obliged to, monitor User Data in order to ensure compliance with the Contract. In case Supplier believes, in its reasonable opinion, that any User Data violate the Contract, Supplier shall have the right to delete such content, without assuming any liability for such content.
- 5.6 Supplier may use, copy, store and modify User Data during the term of the Contract for the purpose of providing the Services to User in accordance with the Contract. In addition, User hereby grants to Supplier the right to generate Aggregate Usage Data through anonymous analysis of User Data and combine the resulting Aggregate Usage Data with Master Data, provided that (i) data used to generate such Aggregate Usage Data is not based solely on User Data but on data obtained from various users of Supplier; and (ii) any information pertaining to User or third parties are not recognizable from the resulting Aggregate Usage Data.
- 5.7 After termination of the Contract, Supplier will cease processing User Data in the Services and, if applicable, assist User in the transfer of User Data in accordance with the post-termination provisions set out in Section 12.6.

Aggregate Usage Data

- 5.8 All Intellectual Property Rights and title to Aggregate Usage Data shall belong to Supplier.
- 5.9 In addition to what is provided under Section 4.6 above, Supplier shall have the right to generate and obtain Aggregate Usage Data from Users' use of the Services for the purposes of e.g. developing and improving the Services and combine it with Master Data. Supplier may also obtain Aggregate Usage Data regarding Users' use of the Services for security, availability and troubleshooting reasons to enable Supplier to provide the Services and support to User in accordance with the Contract.

Personal Data

- 5.10 Supplier may collect and process data, including personal data, in relation to User's registration to the Services, Users' use of the Services and/or purchases made through the Services, such as contact details and identification data on Users. Supplier

processes such personal data as a data controller in accordance with its Privacy Policy in force from time to time.

- 5.11 Supplier is the data controller of any personal data contained in the Master Data processed in the Services in accordance with its Privacy Policy in force from time to time.
- 5.12 If the User Data containing personal data is to be processed by Supplier on User's behalf as a data processor, such processing of personal data shall be governed by the Data Processing Agreement (DPA) attached to the Contract or referencing the Contract.

6 THIRD PARTY CONTENT AND SERVICES

- 6.1 Certain parts of the Services and Master Data may contain third party content provided by and belonging to such third parties ("**Third Party Content**"), such as images, links or other works. Third Party Content is subject to copyright, trademark and other Intellectual Property Rights of the respective owners of the Third-Party Content, who retain all rights therein. Any Third-Party Content is subject to their own license terms and licensed for use in the Services only as further described in the Documentation or separate notices provided in the Services. To the extent User wishes to use any Third-Party Content outside the Services, User is responsible for procuring any necessary rights for such use from the owner of the Third-Party Content. Supplier expressly disclaims any liability in connection with User's use of any Third-Party Content outside the Services.
- 6.2 The Contract covers exclusively the Services and the use thereof and any and all linked third-party services and platforms are provided by the relevant third parties and covered by their terms of service or other agreement or licenses. Supplier does not assume any liability in regard to use of such third-party services and platforms, whether or not they are linked to the Services.
- 6.3 Supplier may provide User with such interfaces and integration tools as developed and implemented by Supplier from time to time. User acknowledges that some interfaces or integration tools may be provided by third parties and/or may have connections or links to third party service providers' software or systems. Supplier shall not, under any circumstances, be liable for the actions of such third parties or the parts of the interfaces or integration tools which are delivered, maintained or owned by third parties.

7 CONFIDENTIALITY

- 7.1 Each Party agrees that it will maintain the confidentiality of all material and information, regardless of whether technical, financial or commercial, received in whatever form from the other Party, that are designated, or which should reasonably be regarded in the normal commercial view, as constituting confidential information, trade secrets, or proprietary information ("Confidential Information"). The receiving Party undertakes:
- (a) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the disclosing Party in the course of the Contract and to respect the disclosing Party's rights therein;
 - (b) to use such Confidential Information only for the purposes of the Contract; and

(c) to disclose such Confidential Information only to those of its employees and contractors pursuant to the Contract (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

7.2 The provisions of Section 7.1 shall not apply to any information that the receiving Party can demonstrate by reasonable, written evidence:

(a) was, prior to its receipt by the receiving Party from the disclosing Party, in the possession of the receiving Party and at its free disposal; or

(b) is subsequently disclosed to the receiving Party without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing Party; or

(c) is or becomes generally available to the public through no act or default of the receiving Party or its agents, employees or affiliates; or

(d) is independently developed by the receiving Party by individuals who have not had any direct or indirect access to the disclosing Party's Confidential Information; or

(e) the receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency, or financial authority, provided that the receiving Party shall: (i) inform the disclosing Party as soon as is reasonably practicable, and (ii) at the disclosing Party's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures.

7.3 The receiving Party shall procure that all of its employees and contractors pursuant to the Contract (if any) who have access to any of the disclosing Party's information to which Section 7.1 applies shall be made aware of and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as Sections 7.1 and 7.2 which apply to the disclosing Party's Confidential Information.

7.4 Save as otherwise set out in the Contract, the receiving Party shall immediately cease using Confidential Information obtained from the disclosing Party at the expiry or termination of the Contract, and unless specifically agreed on, return all material and copies in question to the disclosing Party without undue delay after the expiry or termination of the Contract or when the Confidential Information is no longer needed for the purposes of the Contract. Both Parties are entitled to retain confidential copies required by applicable laws and authority orders.

7.5 Nothing in this Section 7 shall be construed as limiting Supplier's right to generate and utilize any Aggregate Usage Data in accordance with the Contract.

7.6 The provisions of this Section 7 shall survive expiration or termination of the Contract for a period of five (5) years, subject to any longer confidentiality obligation provided by applicable law.

8 INTELLECTUAL PROPERTY RIGHTS

Ownership of Intellectual Property Rights to the Services and Documentation

8.1 All Intellectual Property Rights in or related to the Services and the Documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Supplier and/or its subcontractors or licensors.

8.2 Except as expressly stated herein, the Contract does not grant User any Intellectual Property Rights in the Services or Documentation and all rights not expressly granted hereunder are reserved by Supplier and its subcontractors or licensors, as the case may be.

Feedback

8.3 If User, acting in its sole discretion, provides to Supplier any Feedback, User hereby grants to Supplier a perpetual, irrevocable, royalty free, non-exclusive, worldwide license to use, copy and modify the Feedback for the purposes of: (i) supporting User in connection with the Contract; and (ii) developing and improving the Services, which may incorporate the Feedback, including without limitation correction of errors and debugging the Services.

Infringement of Third Party IPR

8.4 Supplier will defend User against any claim that the Services or Documentation infringes the Intellectual Property Rights of a third party and pay any damages finally settled or awarded in a trial to the third party with respect to any such claim, provided that Supplier is notified promptly in writing of the claim and given sole control of the defense and all related settlement negotiations in relation to the claim as well as reasonable assistance and necessary authorizations from User to defend or settle the claims on behalf of User.

8.5 At any time, if Supplier reasonably deems that any part of the Services or Documentation infringes the Intellectual Property Rights of any third party, Supplier has the right at its own expense to (i) modify/replace the Services or Documentation to eliminate the infringement in such a manner that the modified Services or Documentation complies with the Contract; or (ii) procure to User a right to use the Services or Documentation. If none of the aforementioned alternatives are reasonably possible, Supplier shall have the right to terminate the Contract and Supplier shall refund to User the Service Fee paid by User for the then current Subscription Period less the part of the Service Fee corresponding the time User has been able to use the Services during such Subscription Period in accordance with the Contract.

8.6 Supplier shall, however, not be liable for any infringement or claim thereof in the event the claim (i) is made by a User; (ii) has resulted from User's use, modification, or addition to the Services or Documentation; or (iii) could have been avoided by using the latest version of the Services or Documentation provided by Supplier.

8.7 Sections 8.4 – 8.6 contain Supplier's entire liability and User's sole and exclusive remedy in case of infringement of third-party Intellectual Property Rights.

9 LIMITED WARRANTY

9.1 Supplier warrants that the Services will be provided as set forth in Section 4.1. If the Services fails to perform as warranted hereunder, Supplier's sole obligation and User's exclusive remedy will be (i) to use commercially reasonable efforts to restore the non-

conforming Services so that it conforms to the warranty; or (ii) if such restoration may not be, in Supplier's opinion, available within a reasonable time or with reasonable efforts, to terminate the Contract.

- 9.2 Except as specifically provided under the Contract, the Service is provided "as is" and with the functionalities available at each time without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

10 LIMITATION OF LIABILITY

- 10.1 Digital Village shall not be liable to the User for any direct, indirect or consequential damages, including without limitation loss of profits or damage caused due to decrease or interruption in turnover, production or business, unless otherwise stated in these Terms.

- 10.2 Neither Party shall be liable for the destruction, loss, corruption or alteration of the other Party's data or data files, nor for any damages or expenses incurred as a result, including expenses involved in the reconstruction of data files, save for the Parties' responsibility to make backup copies of the data in accordance with Section 4.8. Supplier's liability for any destruction, loss, corruption or alteration of User Data is limited to recovery of the latest backups in accordance with the Section 4.8.

- 10.3 The limitations of liability in this Section 10 shall not apply in cases of intentional misconduct or gross negligence, or breach of confidentiality obligations in Section 7.

11 FORCE MAJEURE

- 11.1 Each Party shall be released from liability to compensate loss or from the obligation to perform certain obligations pursuant to the Contract provided the loss or the omission is due to an event beyond the Party's control ("Force Majeure Event") and the event prevents, significantly obstructs, or delays the performance thereof. The same applies where the loss or the omission is due to omission or delay from a Party's subcontractors caused by a Force Majeure Event.

- 11.2 Each Party shall without delay inform the other Party in writing of a Force Majeure Event. If the circumstances constituting a Force Majeure Event continue for more than three (3) months, either Party shall have the right to terminate the Contract by written notice to the other Party.

12 TERM AND TERMINATION

Term and Termination of the Contract

- 12.1 The Contract shall enter into force when User has finalised the registration to the Services and accepted the Contract as part of the registration procedure.

- 12.2 The Contract shall stay in effect until further notice, save for purchase agreements related to purchases of Digital End Products through the Services which shall be in force until the User has made appropriate payments in accordance with these Terms and received the respective Digital End Products.

- 12.3 In addition to other termination rights agreed in the Contract, each Party may terminate the Contract without liability to the other if: (i) the other Party commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach.

Effects of Termination

- 12.4 On termination of the Contract for any reason, User shall immediately: (i) cease using the Services; and (ii) return or, if instructed by Supplier, destroy or delete all Documentation and other Confidential Information of Supplier.
- 12.5 The provisions of the Contract which by their nature reasonably should survive the termination or expiration of the Contract shall survive any expiration or termination of the Contract.

13 MISCELLANEOUS

Notices

- 13.1 Any notice to be given by either Party to the other Party under the Contract shall be provided in writing. If either Party is to change their respective contact details, the other Party shall be informed thereof in advance.

Subcontractors

- 13.2 Supplier is entitled to use subcontractors, including third party software and hosting suppliers, for the provision of the Services. Supplier shall be liable for its subcontractors' work and services in the same manner as for its own work and services under the Contract.

Entire Contract

- 13.3 The Contract supersedes all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties relating to the subject matter hereof.

Severability

- 13.4 If any part of the Contract is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of the Contract. Instead, the Contract shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

Amendments

- 13.5 Supplier is entitled to amend the Contract (including documents and terms referenced therein) with no less than thirty (30) days' prior written notice to User before the effective date of the amendment. Such notice may be posted in the Services or provided otherwise in writing to User. If User does not accept the amended Contract, User has the right to terminate the Contract by notifying Supplier thereof in writing prior to the effective date of the amendment. In the absence of User's notice of termination in

accordance with the above, User shall be deemed to have accepted the amended Contract.

Assignment

13.6 Supplier shall be entitled to assign any of its rights or obligations under the Contract in whole or in part to an affiliate or business partner or successor or to a purchaser or acquirer of its business assets relating to the Service without User's prior consent.

13.7 User shall not be entitled to assign any of its rights or obligations hereunder in whole or in part without the prior written consent of Supplier.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 The Contract shall be exclusively governed by and construed in accordance with the laws of France without regard to its choice of law provisions.

14.2 Provided the User is a consumer domiciled in the EU, please note that you cannot be deprived of the rights granted to you by the mandatory consumer protection laws of your country of domicile. Disputes, controversies or claims arising out of or relating to these Terms shall be finally resolved by the district court of Paris, France.

14.3 A consumer may always institute proceedings in the district court of his/her domicile. Parties may also use the ODR platform managed by the European Commission to settle their disputes. This platform can be found on <http://ec.europa.eu/odr>.
