

Terms of Service

Last updated: February 9, 2022

These Terms of Service (these “**Terms**”) govern your access to and use of the Velas website available at <https://velas.com>, including its subdomains, software, components, API, and applications relating thereto (the “**Website**”). The Website is provided by Velas Network AG, a company registered under the laws of Switzerland and having registered address at Dammstrasse 16, Zug 6300, Switzerland (“**Company**”, “**we**”, “**us**”, or “**our**”).

Certain elements or parts of the Website may be governed by certain additional terms as may be provided from time to time. Such additional terms shall be in addition to these Terms and in case of any conflict between these Terms and the additional terms the latter shall control.

By accessing or using the Website, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you (“**you**” or “**your**”) acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept or agree to these Terms, you are not allowed to access or use the Website and must immediately discontinue any use thereof.

If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms on behalf of such entity and on your own behalf. In such circumstances, references in these Terms to “your” or “you” shall be references to both the above entity on whose behalf an individual using the Website is acting, and to such individual.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 16 and 17 contain the choice of law, binding arbitration provisions, and class action waiver. Please read and review Sections 11, 13, 14, and 15 carefully before accepting these Terms or using the Website as they provide for the limitation of liability, your obligations to indemnify the Company Parties, and contain disclaimer of warranties with regard to the Website.

1. IMPORTANT DISCLAIMERS

The Website, including any information and materials available thereon, is not intended to constitute an offer of securities or virtual assets, including cryptocurrencies and other cryptographic tokens, such as, for example, VLX, USDT, BTC, or ETH (the “**Virtual Assets**”), or a solicitation for investment in or purchase of Virtual Assets or securities in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with Virtual Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision, and always do your own research.

Any information provided by us, including through the Website, regarding various projects or products, including those available on the Velas blockchain, shall not be considered our endorsement, promotion, or advertisement thereof. Such information is provided for the information purposes only and you shall not rely on it to make any decision. You shall verify such information on your own and independently make any decision regarding such projects or products.

Neither the Website nor Company provides financial, legal, regulatory, or tax advice directly, indirectly, implicitly, or in any other manner, and you should not consider anything contained in these Terms or otherwise provided by us (or on our behalf), including through the Website, to be a substitute for professional financial, legal, regulatory, tax, or other advice.

We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Website or anything in these Terms shall be considered as broker and/or fund management services, or any intermediation services thereto.

You hereby acknowledge and agree that we do not provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control or custody any of your funds or Virtual Assets.

The Virtual Assets are extremely volatile which means that their value and applicable exchange rates may change dramatically in a very short time depending on various factors and forces. Furthermore, the value of Virtual Assets may go up or down significantly. We shall not be responsible for or held liable in connection with any damages or losses that you may incur as a result of or in connection with the change in the composition, value, or price of the Virtual Assets.

We shall not be responsible for or held liable in connection with any operations carried out by you, any other user, or group of users through the Website, including any receipt, transfer, or use of funds or Virtual Assets. We do not act as an intermediary in any transaction and shall not be responsible for ensuring that any transaction made through the Website or otherwise on the blockchain is actually completed or performed. We do not control or influence transactions with Virtual Assets and therefore we are unable to cancel, reverse, block, or freeze any transactions conducted by you. It is your responsibility to ensure that all your transactions comply with the requirements of the laws and regulations applicable to you.

2. ELIGIBILITY

To be eligible to access and use the Website, you must:

- (i) be able to form a legally binding agreement with us on terms herein set forth;
- (ii) if an individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside; and
- (iii) comply with these Terms.

3. LICENSE

Subject to your compliance with these Terms, including Section 2 above, we hereby grant you a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Website for its intended purposes on the terms set forth herein (the “**License**”). The License is subject to other terms and conditions provided in these Terms and will remain effective until terminated as provided herein.

The License shall not cover any open-source software, components and items, which are distributed on the terms set forth in the applicable open-source licenses (“**Open-Source Licenses**”). You shall use or distribute respective open-source parts of the Website in compliance with the terms of the applicable Open-Source Licenses.

Your access and use of the Website shall not violate the terms of the License and/or Open-Source Licenses, as applicable.

4. WARRANTIES AND REPRESENTATIONS

You represent and warrant to us that:

- (i) you shall not make any decisions based solely on the information available on the Website or otherwise made available by us, and shall conduct your own substantial research and analysis before making any decision;
- (ii) your use of information available on the Website or otherwise provided by us is at your own risk, and that nothing contained on the Website shall be deemed a guarantee or promise that such information is true or correct, that you will receive any profit or benefit, or that any transaction will be beneficial or suitable for you;
- (iii) accessing and/or using the Website is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Website shall be in full compliance with applicable laws;
- (iv) you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanctions imposed by any country or government or international authority;
- (v) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
- (vi) you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Virtual Assets or funds in any manner;
- (vii) any funds or Virtual Assets used by you to carry out transactions within the Website are from legitimate sources and were lawfully acquired;
- (viii) any digital wallet used by you with or within the Website is either owned by you, or that you are validly authorised to carry out transactions using such digital wallet;
- (ix) you shall be solely responsible for all and any transactions with funds or Virtual Assets carried out via the Website, and for their consequences and outcomes;
- (x) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, or transfer of the Virtual Assets, and any other transactions carried out by you within the Website;
- (xi) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Website.

5. PROHIBITED USE

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Website, or in connection with such access or use:

- (i) disrupting, interfering with, or inhibiting other users from using the Website, or carry out activities that could disable, impair, or harm the functioning of the Website or servers, or underlying software;
- (ii) posting, uploading, or submitting any content that is illegal, infringing, harmful, offensive, or inappropriate (the final decision on whether the content is appropriate shall be taken by us at our sole opinion and discretion);
- (iii) using the Website or underlying software for any illegal purposes, including, but not limited to, terrorism financing or money laundering;
- (iv) circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Website or underlying software, using malware, harmful code or software, undertake hacker attack or similar activities;
- (v) use the Website or related information for any purpose that is harmful or detrimental to us, Affiliates, meaning a person controlling, controlled by, or under the same control with us (the “**Affiliate**”), the Website, or the users of the Website;
- (vi) violating any rights of any third person, including intellectual property rights;
- (vii) carrying out fraudulent activities, providing any false, inaccurate, or misleading information;
- (viii) copying, reproducing, or cloning the Website as a whole, or duplicating its essential elements, or creating derivative works from the Website without our prior written consent, subject to the terms of the applicable Open-Source Licenses;
- (ix) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

6. THIRD-PARTY CONTENT AND SERVICES

When using the Website, you may view or interact with certain content provided by third parties or produced from third-party sources, such as, for example, (i) description of third-party services, products, software, or tools, including blockchain networks or smart-contract systems, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites, applications, resources, and links thereto, and (iv) any information produced or derived from third-party sources, including projections, assumptions, prices, exchange rates and other rates, etc. (collectively, the “**Third-Party Content**”).

While using the Website, you may also interact with or the Website may rely on certain third-party services meaning software, services, items, and solutions that are not provided by us, such as, for example, Virtual Assets on-ramp solutions, payment service solutions, digital wallets, analytic tools, blockchain networks, blockchain smart-contracts (collectively, the “**Third-Party Services**”).

We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, do not endorse and are not responsible for such Third-Party Content, Third-Party Services, and any related information, materials, content, services or tools. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Website, is at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort

incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

When interacting with the Website, certain third-party costs may arise or be incurred by you. Third-party costs may include costs, commissions, fees, or expenses that are charged by third parties, including, for example, the blockchain network gas costs, fees related to the Third-Party Services, etc. You shall bear any and all such third-party costs, whether associated with transactions that you carry out with the use of the Website or arising otherwise. We shall not be responsible for any third-party costs and shall not be in any way held liable in connection therewith.

7. USER-GENERATED CONTENT

You may be allowed to post, create, or furnish certain information, materials, or content through the Website (the “**User-Generated Content**”). If you post, create, or provide any User-Generated Content, you must ensure that such content at all times is true, accurate, complete, and up to date, and that such content does not violate the law or any rights of third parties. By creating or providing any User-Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner, and that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User-Generated Content.

We do not immediately review all User-Generated Content nor do we have such an opportunity. We do not undertake any obligations in respect to the User-Generated Content, e.g., obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User-Generated Content without any prior notice or liability in case we, at our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

We may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Website, our other products and services throughout the world in its sole discretion, without restrictions or any obligations to you.

By creating User-Generated Content on or with the use of the Website, you grant us a non-exclusive, irrevocable, royalty free, perpetual, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works based on your User-Generated Content, and the right to assign these rights to third parties in whole or in part.

8. UPDATES, AVAILABILITY, AND ACCESS

We may from time to time and without prior notice make certain updates, improvements, or modifications to the Website, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such update. In certain cases, the Website may be unavailable.

The Website may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, force majeure circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the underlying software or blockchain infrastructure, and/or unavailability of respective Third-Party Services. In the aforementioned cases, the access or use of the Website may be prevented or limited without notice.

Generally, we are not going to terminate access to the Website for any eligible person, the Website is public. At the same time, availability and functionality of the Website depend on various factors. We do not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free. We will make reasonable efforts to inform you if, when, and to which extent the Website or any of its parts are or will be unavailable.

We may, at our sole and absolute discretion, limit, suspend or restrict access to the Website or any of its components for persons who reside or are located in specific jurisdictions or territories, including in accordance with its internal risk management policies or due to legal uncertainty. You hereby agree to comply with such limitations and not to circumvent them. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) allowing us to identify users from certain restricted jurisdictions, or those who have violated these Terms or the laws, and restrict their access to and use of the Website. We may restrict or suspend your access to and/or use of the Website, any of our products or services and related software with immediate effect and without notification if (i) we, acting at our sole discretion, determine that you have violated these Terms, applicable laws or regulations, (ii) you or your actions create possible legal exposure for us.

We may, at any time and without prior notice and liability, terminate or discontinue the Website or any of its components.

9. PROPRIETARY RIGHTS

The Website may contain names of services and products, logos, trademarks and other marks (collectively, the “**Visual Identity**”) which are owned by us, Affiliates, or applicable licensors. Subject to the terms of the License, neither your use of the Website nor anything contained in these Terms or materials made available on the Website gives you any rights, title or interest in or to the Website, the content available thereon, or our intellectual property. You may not obscure, remove or alter any Visual Identities displayed on the Website. Any rights not expressly granted to you under the License and/or applicable Open-Source Licenses are reserved by us, respective Affiliates, and/or other rights holders.

The Website may contain certain other terms or policies governing the use of the Visual Identity (the “**Visual Identity Policy**”). The Visual Identity Policy shall be deemed an integral part to these Terms and in case of any conflict between these Terms and Visual Identity Policy, the latter shall control.

Certain components used in the Website may be distributed under Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Website, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

10. NO ADVICE

No part of the information or content available on the Website or otherwise communicated by us or on our behalf should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisor regarding this information. We shall not be responsible for the accuracy of the information and materials on the Website, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use.

11. NO WARRANTY

The Website is provided on an “as is” and “as available” basis. Your use of the Website will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Website, all of which are expressly disclaimed.

We do not warrant, whether expressly or impliedly, and hereby expressly disclaims any warranty and/or representation that:

- (i) the Website will work as expected, or that any information provided through the Website or otherwise communicated in connection with the Website and its operation, including the information displayed on the Website, will be timely, accurate, reliable, true or correct;
- (ii) the Website will be secure or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- (iii) any defects or errors in the Website will be corrected; or
- (iv) the Website will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.

12. WAIVER OF FIDUCIARY DUTIES

The Website, these Terms or any other service or product of the Company are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms or applicable provision of law or equity, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

13. LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall:

- (i) the Company, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors and assignees (collectively with the Company, the “**Company Parties**”) be liable for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Website and/or the failure of the Website to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether the Company Parties have been advised of the possibility of such damages;
- (ii) Company’ officers, directors, employees, agents, consultants and shareholders be held personally liable in connection with these Terms or their violation, or the use or inability to use the Website, provided that this item “(ii)” shall not limit the liability of the Company as an entity;
- (iii) the Company Parties be liable for any damages or losses arising in connection with third-party hostile interferences, hacker attacks, phishing attacks, malware attacks, viruses, or trojan horses, regardless of whether (a) such attacks targeted you, other

users, us, or the Website, and (b) we managed to take timely or effective measures against such attacks;

- (iv) the Company Parties be responsible for or held liable in connection with inaccuracy or incompleteness of any content or information, whether provided through the Website or communicated otherwise, or third persons' conduct;
- (v) the Company Parties be responsible or held liable with respect to the Third-Party Content or Third-Party Services;
- (vi) the aggregate liability of the Company Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, use or inability to use the Website shall be limited to US \$2,000 (two thousand U.S. dollars).

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 13 from the Company Parties and/or persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. This Section 13 does not limit the Company's liability arising from fraud, intentional misconduct, or gross negligence.

14. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Website, and (iii) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 14. The indemnity set out in this Section 14 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

15. FORCE MAJEURE

We shall not be held liable or responsible for any non-performance or undue performance of our obligations hereunder if such non-performance or undue performance results from or is caused, directly or indirectly, by the force majeure circumstances. Force majeure circumstances include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, smart-contracts, other technologies used in connection with the Website; (vii) loss or theft of the Virtual Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of the Third-Party Service providers or other third parties, (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond our control interfering the performance hereof.

16. APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Website shall be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

17. DISPUTES RESOLUTION

Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “**Disputes**”) in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms or the Website in binding arbitration and in accordance with this Section 17. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against us or relating in any way to these Terms or the Website, you shall first contact us and attempt to resolve the Dispute informally by sending a written notice of your claim to us by email at info@velas.com. The notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If the Company and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such notice is received, then either party may submit the dispute to binding arbitration administered by the Swiss Chambers’ Arbitration Institution, in accordance with the terms set forth below.

Any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the notice of arbitration is submitted in accordance with those Rules. The seat of the arbitration shall be Zug, Switzerland. The number of arbitrators shall be one. The arbitral proceedings shall be conducted in English. You will not and hereby waive your rights to object to the arbitration prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, the Company, and the arbitrator shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the law, you and the Company waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the law, you and the Company hereby agree that any claim arising out of or related to these Terms or the Website shall be filed within one (1) year after the

ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor the Company will have the right to assert such claim.

18. COMMUNICATION

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, the “**Communications**”) that we provide in connection with these Terms and the Website. You agree that we may provide the Communications to you by posting them on the Website, on the Medium blog, Discord channels, in Telegram channels, or in other communication channels provided on the Website. The appropriate links to the communication channels are available on the Website. If you provide us your email address, we may (but will not be obliged to) send the Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published.

You may electronically communicate with us by sending the Communications to the following email address info@velas.com. We may require you to provide additional data or documents that will allow us to identify you.

19. MODIFICATION

We may modify, supplement or update these Terms from time to time at our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes by providing a notice via the Website and/or updating the “Last Updated” date at the top of these Terms. Unless otherwise specified in our notice, updated Terms shall be effective immediately, and your continued use of the Website will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Website.

20. NO WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21. ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries to these Terms.

22. PERSONAL DATA

Please learn more about how we process your personal data in our [Privacy Notice](#).

23. SURVIVAL

Sections 6-9, 11, 13-27 shall survive any expiration or termination of these Terms or your access to or use of the Website, regardless of the reasons.

24. LANGUAGE

Currently, only the English version of any communications is considered official. The English version shall prevail in case of differences in translation of any documents, Communications, or other content.

25. ASSIGNABILITY

You shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign and transfer these Terms, all and any rights and obligations hereunder to Affiliate or successor, without your consent or approval, or any prior notice.

26. SEVERABILITY

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

27. INTERPRETATION

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to the disadvantage of the Company because it was responsible for the preparation of these Terms.

[END OF DOCUMENT]
