



TERMS OF USE

Last updated: March 01, 2021

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and XevoTech Limited, doing business as XevoTech (“XevoTech”, “we”, “us”, or “our”) concerning your access to and use of the <https://xevotech.com> website as well as any other media form, media channel, mobile website or mobile application related, linked or otherwise connected thereto (collectively the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Use, and waive you any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local law is applicable.

The Site is not tailored to comply with the industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.) so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA). The Site is intended for users who are at least 13 years old. Persons under the age of 13 years old are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, services marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by



copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and your personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and download or print a copy of any portion of the Content you have properly gained access to solely for your personal non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity, and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future of the Site (or any portion thereof).

If you provide any information that is untrue, inaccurate, not current, or incomplete, you are liable for a lawsuit of up to €2000, including all legal costs throughout the legal process.

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.



PRODUCTS AND SERVICES

All products/services are subject to availability. We reserve the right to discontinue any product or service at any time for any reason. Prices for all products and services are subject to change.

PURCHASE AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- PayPal

You agree to provide current, complete, and accurate purchase and account for information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and your payment card expiration date, so that we can complete your transactions and contact you as needed. Sales Tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Euros or United States Dollar.

You agree to pay all charges at the prices then in effect for your purchase and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing an order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion limit or cancel quantities purchased per person, per household, or per order. These restrictions may include by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

REFUNDS POLICY

Please review our Return Policy posted on the Site prior to making any purchases.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory, without written permission from us.
2. Make any unauthorized use of the Site, including collecting usernames, and/or email addresses of users but electronic or other means for the purpose of sending unsolicited email, or create user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
5. Engage in unauthorized framing of or linking to the Site
6. Use a buying agent or purchasing agent to make purchases on the Site.
7. Use the Site to advertise or offer to sell goods and services.
8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Engage in any automated use of the system such as using scripts to send comments or messages or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. Attempt to impersonate another user or person or use the username of another user.
12. Use any information obtained from the Site in order to harass, abuse, or harm another person.
13. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
14. Decipher, decompile, disassemble, or reverse engineer any of the software comprising in any way making up a part of the Site.
15. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site or any portion of the Site.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
17. Delete the copyright or other proprietary rights notice from any Content.
18. Copy or adapt the Site's software, including but limited to Flash, PHP, HTML, JavaScript, or other code.
19. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letter and spamming (continuous

posting of repetitive text), that interferes of the Site or modifies impairs, disrupts, alters, or interferes with the use, features, functions, operations, or maintenance of the Site.

20. Upload or transmit (or attempt to upload or to transmit) any materials that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1X1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
21. Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized scripted or other software.
22. Use of files that have been pirated and/or add-ons that have been pirated.
23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. Use this in a manner inconsistent with any applicable laws or regulations.
25. Should our XevoTech support account be removed from your personal panel, we will then no longer eligible or required to support you with:
 - 25.1. Panel updates
 - 25.2. General customer support (tutorials, live chat)
 - 25.3. Server installations

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”). Contributions may be viewable by other users of the Site, and through third-party websites. As such any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral right of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permissions of each and every identifiable individual person of each and every such identifiable individual person to enable inclusion and use of your Contribution in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.



5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, or other forms of solicitation.
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do 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.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violations of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

By posting your Contribution to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and the to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant the moral rights have not otherwise been asserted in your Contributions.



We do not assert any ownership over your Contributions. You retain full ownership of all of your contributions, and any intellectual property rights or other property rights associated with your Contributions. We are not liable for any statement or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize and Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, as “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friends lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Account you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Account may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDER ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDER. We make no effort the review any Social Media Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a



Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of your contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using our support tickets, or through your account settings. We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

SUBMISSIONS

You acknowledge and agree that any question, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions that are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Content, you do so at your own risk, and you should be aware these Terms of use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchase you make through Third-Party Websites will be through websites whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase or such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to



you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of use, including without limitation, reporting such users to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) and of your Contributions or any portion, thereof; (4) in our sole discretion and without limitation, notice or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or in any way burdensome to our systems; and (5) otherwise manage the Site and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use. Please be advised the Site is hosted in Germany. If you access the Site from any other region of the world the laws or other requirements governing personal data collection, use, or disclosure that differs from applicable laws in Germany, then through your continued use of the Site, you are transferring your data to Germany, and you expressly consent to have your data transferred to and processed in Germany.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using our support tickets (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

TERM AND TERMINATION

These Terms of use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason you are prohibited from registering and creating a new account under your name, a fake, or borrowed name or the name of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available. We may experience hardware, software, other problems or need to perform maintenance related to the Site resulting in interruptions, delays, or errors. We reserved the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These conditions are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nation Conventions of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country of residence. XevoTech Limited and yourself both agree to submit

the non-exclusive jurisdiction of the courts of London, which means that you may make a claim to defend your consumer protection rights regarding these Conditions of Use in the United Kingdom, or in the EU country in which you reside.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be London, United Kingdom. The language of the proceedings shall be English. Applicable rules substantive law shall be the law of the United Kingdom.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. The full extent permitted by law (a) no arbitration shall be joined with other proceedings; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft,



piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provisions if found to be illegal or unenforceable, the neither Party will elect to arbitrate any Dispute falling within that portion of provision found illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKE, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVER AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION OR CESSATION OF TRANSMISSION TO OR FROM SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR



IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LIST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTHS PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defund, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of the respective officers, agents, partners, and employees, from and against any loss of reasonable attorneys' fees and expenses, made by any third party due to arising out of (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property right; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense to assume the exclusive defense to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claims, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain data that you transmit to the Site for the purpose of managing the performance of the site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have



no liability to you hereby waive any right the action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATION TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communication, and you agree that all agreements, notices, disclosure and other communications we provide to you electronically via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other law in any jurisdiction which require an original signature or delivery or retention of non-electronic records or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 959-5219 or (916) 445-1254

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use, or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.



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CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regard the use of the Site, please contact us at:

XevoTech Limited
130 Old Street
London EC1V 9BD
United Kingdom
Company No. 13159508

mail@xevotech.com
+442045423440

