

**ELEQT AND ROCKETHUB STANDARD TERMS AND CONDITIONS FOR
ONLINE ADVERTISING AND EVENT SPONSORSHIP**

These terms and conditions (the “**Terms**”) shall apply to all Advertisements to be placed on the Website or at an Event.

1. INTERPRETATION

1.1 Definitions. In these Terms it is agreed that the definitions below shall have the following meanings:

Advertisement: any form of advertisement including, without limitation, Corporate Profile Pages, banners, advertorials, text, links, images, displays, and videos to be purchased by Advertiser pursuant to entering a Contract with Elysians and made available on or accessible through the Website or at an Event.

Media Kit: the Brochure containing the different types of standard Advertisements. (also called Sales Kit)

Advertiser: the party entering into the Advertising Agreement with Elysians.

Advertising Agreement: an agreement between Elysians and the Advertiser pursuant to which the Advertiser purchases an Advertisement

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks on Curacao are open for business.

Charges: the charges payable by the Advertiser in accordance with clause 5.

Contract: these Terms together with the relevant Advertising Agreements entered into by the Parties in relation to each Advertisement.

Corporate Profile Page: the dedicated page on the Website where the Material will be displayed (also called Corporate Membership)

Elysians: Elysians N.V., a limited liability company organized under the laws of the Curacao, trading as ELEQT or RocketHub.

Event: an event held by Elysians.

General Terms of Use: the general terms of use of the Website.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights related to the Website and Events, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Material: all material provided by the Advertiser and used or to be used in, or for the benefit of, the Advertisement, including without limitation images, films, sounds, text (including personal messages), and any kind of link towards another website or another part of a website.

Member: any person who has subscribed to the Website as a Member.

Parties: Elysians and the Advertiser.

Technical Specifications: the technical specifications to be met by the Advertiser for the Advertisement in accordance with the Terms and the Advertising Agreement.

Website: the ELEQT website with the domain [www.eleqt.com] or the RocketHub website with domain [www.RocketHub.com]

1.2 In these Terms, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Contract shall only be formed when either an Advertising Agreement is signed by both Parties, or both Parties confirm by email that they agree to the terms of the Advertising Agreement (this email confirmation will be regarded as a 'signing' for the purpose of the Advertising Agreement) at which point and on which date the Advertising Agreement shall have full force and effect.

2.2 The Contract constitutes the entire agreement between the Parties in relation to the Advertisement(s) purchased under the Advertising Agreement. The Advertiser acknowledges that it has not relied on any other statement, promise or representation made or given by or on behalf of Elysians.

2.3 The Contract applies to the placement of Advertisements on the Website or at any Event pursuant to an Advertising Agreement to the exclusion of any other terms that the Advertiser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Elysiant may modify these Terms at its discretion. If Elysiant makes any changes to the Terms it must notify the Advertiser in writing as soon as practicable and before the proposed changes to the Terms come into effect.

2.5 Notwithstanding these Terms, if the Advertiser uses the Website it shall also be bound by and comply with the General Terms of Use of the Website as described on the Website.

3. ADVERTISER'S OBLIGATIONS

3.1 The Advertiser:

- (a) shall ensure that the terms of the Contract and any information it provides in the Technical Specification are complete and accurate;
- (b) shall co-operate with Elysiant in all matters relating to the Advertisement;
- (c) shall provide Elysiant with such information and materials as Elysiant may reasonably require in order to perform its obligations under the Advertising Agreement, and ensure that such information is accurate in all material respects;
- (d) shall obtain and maintain all necessary licences, permissions and consents which may be required in relation to the performance of its obligations under the Contract;
- (e) shall deliver the Advertisement in the file and format as specified in the Technical Specifications. Elysiant shall not modify the Material without the approval of Advertiser. However, Elysiant is entitled to refuse Material if it does not meet Elysiant's criteria and/or the Technical Specifications. Elysiant gives no guarantee that the colour, size and lay-out of the Advertisement, once displayed on the Website or at an Event, will be the same as depicted in the original Material;
- (f) shall ensure that all advertising Material must be made available to Elysiant at least five days before the date that the Advertisement is scheduled to go online in accordance with the Advertising Agreement. The Advertiser is responsible for the timely delivery of all Materials;
- (g) shall pay Elysiant a fee of USD 75 per hour if the Advertiser requires Elysiant's support for the purposes of submitting, uploading, editing, modifying and/or designing any Material or Advertisement;
- (h) represents and warrants that the Material shall not cause damage to any property, hardware, software and/or systems of Elysiant, the Members or any other third party including, without limitation, as a result of defects, viruses, worms or other damaging programs, contents or material. Notwithstanding any other provision in these Terms, the Advertiser shall be liable for any damage in relation to a breach of this clause and shall indemnify Elysiant from any and all losses, claims, costs and damages

including, but not limited to, legal fees, in relation to a breach by the Advertiser of this clause.

3.2 If Elysiant's performance of any of its obligations under the Terms and/or the Advertising Agreement is prevented or delayed by any act or omission by the Advertiser or failure by the Advertiser to perform any relevant obligation ("**Advertiser Default**"):

- (a) Elysiant shall, without limiting its other rights or remedies, have the right to suspend performance of its obligations under the Contract until the Advertiser remedies the Advertiser Default, and to rely on the Advertiser Default to relieve it from the performance of any of its obligations to the extent the Advertiser Default prevents or delays Elysiant's performance of any of its obligations;
- (b) Elysiant shall not be liable for any costs or losses sustained or incurred by the Advertiser arising directly or indirectly from Elysiant's failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Advertiser shall reimburse Elysiant on written demand for any costs or losses sustained or incurred by Elysiant arising directly or indirectly from the Advertiser Default.

4. ADVERTISEMENT CONTENT

4.1 The Advertiser represents and warrants that an Advertisement, all Material, and any website or part thereof to which the Advertisement links, including its content:

- (a) does not infringe on any third party's (intellectual) property rights, including without limitation to copyrights, trademark rights, patents, design rights, database rights, know-how, trade secrets and portrait rights, and shall not contain (i) any portraits (whether or not in motion) without the permission of the depicted person, (ii) any trademarks or other types of distinguishing signs or elements without the permission of the owner, (iii) any images (whether or not in motion) without the permission of the owner, (iv) any links to websites of competitors of Elysiant, and/or (v) any misleading or false statements; and
- (b) is not in violation of any applicable law or regulation, including but not limited to penal laws, privacy laws, advertisement laws and tort law, and that it is not in any way implicitly or explicitly detrimental, fraudulent, discriminatory, threatening, immoral, obscene, libelous, defamatory or inappropriate.

4.2 Elysiant may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and to remove, suspend or change the position of any such Advertisement.

- 4.3 Publication of an Advertisement by Elysians shall not imply or be deemed to indicate any acceptance by Elysians that the Advertisement has been provided in accordance with these Terms.
- 4.4 The Advertiser indemnifies Elysians on demand from any and all losses, claims, costs and damages including, but not limited to, legal fees in relation to a breach by the Advertiser of the terms of the Contract.
- 4.5 The Advertiser acknowledges and shall at all times respect the exclusive images, trade marks and logos of Elysians, ELEQT, RocketHub and the Website (the “**ELEQT or RocketHub Brand**”). Advertiser shall at all times refrain from any act or omission which could cause detriment and/or damage to the ELEQT or RocketHub Brand.

5. CHARGES AND PAYMENT

- 5.1 The Advertiser shall pay the following Charges to Elysians:
- (a) All payments agreed under any Contract from time to time;
 - (b) Elysians shall be entitled to charge the Advertiser a rate of 75 USD per hour for supporting the Advertiser for the purposes of submitting, uploading, editing, modifying and/or designing any Material or Advertisement; and
 - (c) Elysians shall be entitled to charge the Advertiser for any expenses reasonably incurred by the individuals whom Elysians engages in connection with the Advertisement including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Elysians for the performance of its obligations under the Contract, and for the cost of any materials.
- 5.2 Elysians reserves the right to increase the Charges at any time and the Charges shall also be reviewed and modified annually on 1 January. Elysians will give the Advertiser reasonable written notice of any such increase in advance of the proposed date of the increase. If such increase is not acceptable to the Advertiser, it shall notify Elysians in writing and Elysians shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Advertiser.
- 5.3 Elysians shall invoice the Advertiser for all Charges in advance of any Advertisement being placed on the Website or at an Event.
- 5.4 The Advertiser shall pay each invoice submitted by Elysians:
- (a) within 10 days of the date of the invoice; and

- (b) in full and in cleared funds to a bank account nominated in writing by Elysians, and time for payment shall be of the essence of the Contract.
 - (c) Where the Advertisement is for an Event, 50% of the amounts due under Elysians' invoices for the Event shall be paid within 10 days of the date of signature of the Advertising Agreement and the balance of the payments due shall be paid not less than 21 days prior to the date of the Event. If full payment is not received at least 21 days prior to the date of the Event, Elysians reserves the right to terminate the Contract with immediate effect and to cancel the proposed placement of the Advertisement at the Event.
- 5.5 All amounts payable by the Advertiser are exclusive of value added tax and/or any other taxes or governmentally imposed duties chargeable from time to time.
- 5.6 The Advertiser shall pay all Charges in full without any deduction or withholding except as required by law and the Advertiser shall not be entitled to assert any credit, set-off or counterclaim against Elysians in order to justify withholding payment of any such amount in whole or in part. Elysians may, without limiting its other rights or remedies, set off any amount owing to it by the Advertiser against any amount payable by Elysians to the Advertiser.
- 5.7 In the event of cancellation of an Advertisement payable per click by the Advertiser, 50% of the invoice amount shall be due if such cancellation is made within 15 Business Days of the date of the Advertising Agreement.
- 5.8 If the cancellation is made on or after 10 Business Days of date of the Advertising Agreement then full payment of the invoice amount shall be payable.
- 5.9 In the event that the Advertising Agreement is cancelled during the course of an advertising campaign, the Advertiser shall not be eligible for a refund of the Charges already paid.
- 5.10 **Recurring Payments - Corporate Membership, Free Trials, Billing and Cancellation**
 - (a) Corporate Membership
 - (i) Ongoing Corporate Membership. In case of monthly payments, the ELEQT or RocketHub Corporate Membership, which may start with a free trial, will continue month-to-month unless and until Advertiser cancels their Corporate Membership or Elysians terminates it. Advertiser must have Internet access and provide Elysians with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the ELEQT or RocketHub service. Elysians will bill the monthly Corporate Membership fee to your Payment Method. Advertiser

must cancel their Corporate Membership before it renews each month in order to avoid billing of the next month's Corporate Membership fees to their Payment Method.

- (ii) Differing Corporate Memberships. Elysians may offer a number of Corporate Membership plans, including special promotional plans or Corporate Memberships with differing conditions and limitations. Advertiser can find specific details regarding their Corporate Membership with ELEQT or RocketHub by visiting the respective websites. Elysians reserves the right to modify, terminate or otherwise amend Elysians offered Corporate Membership plans on ELEQT or RocketHub.

(b) Free Trials

- (i) The Advertiser Corporate Membership may start with a free trial. The free trial period of Advertiser's Corporate Membership lasts for one month, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Free trials are for new and certain former members only. Elysians reserves the right, in its absolute discretion, to determine Advertiser's free trial eligibility.
- (ii) Elysians will begin billing Advertiser's Payment Method for monthly Corporate Membership fees at the end of the free trial period of Advertiser's Corporate Membership unless Advertiser cancels prior to the end of the free trial period. To view the specific details of Advertiser's Corporate Membership, including monthly Corporate Membership price Advertiser can visit ELEQT or RocketHub Website. Elysians may authorize Advertiser Payment Method through various methods, including authorizing it up to approximately one month of service as soon as Advertiser registers. In some instances, Advertiser's available balance or credit limit may be reduced to reflect the authorization during Advertiser's free trial period.
- (iii) Advertiser will not receive a notice from Elysians that their free trial period has ended or that the paying portion of Advertiser's Corporate Membership has begun. Elysians will continue to bill Advertiser's Payment Method on a monthly basis for Advertiser's Corporate Membership fee until Advertiser cancels.

(c) Billing

- (i) Recurring Billing. By starting ELEQT or RocketHub Corporate Membership and providing or designating a Payment Method, Advertiser authorizes Elysians to charge a monthly Corporate

Membership fee at the then current rate, and any other charges Advertiser may incur in connection with Advertiser's use of the ELEQT or RocketHub service to their Payment Method. Advertiser acknowledges that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and Advertiser authorizes Elysians to charge their Payment Method for such varying amounts, which may be billed monthly in one or more charges.

- (ii) **Price Changes.** Elysians reserves the right to adjust pricing for Elysians service or any components thereof in any manner and at any time as Elysians may determine in Elysians' sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to Advertiser's service will take effect following email notice to Advertiser.
- (iii) **Billing Cycle.** The Corporate Membership fee for the Elysians service will be billed at the beginning of the paying portion of the Advertiser's Corporate Membership and each month thereafter unless and until Advertiser cancels their Corporate Membership. Advertiser automatically bills Advertiser's Payment Method each month on the calendar day corresponding to the commencement of their paying Corporate Membership. Corporate Membership fees are fully earned upon payment. Elysians reserves the right to change the timing of their billing, in particular, as indicated below, if Advertiser's Payment Method has not successfully settled. In the event Advertiser's paying Corporate Membership began on a day not contained in a given month, Elysians may bill your Payment Method on a day in the applicable month or such other day as Elysians deem appropriate. For example, if Advertiser started their ELEQT Corporate Membership or became a paying member on January 31st, Advertiser's next payment date is likely to be February 28th, and their Payment Method would be billed on that date. Advertiser's renewal date may change due to changes in their Corporate Membership. Elysians may authorize Advertiser's Payment Method in anticipation of Corporate Membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- (iv) **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, Advertiser will continue to have access to the service through the end of their current billing period. At any time, and for any reason, Elysians

may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at Elysiant's sole and absolute discretion. The provision of credits in one instance does not entitle Advertiser to credits in the future for similar instances, nor does it obligate Elysiant to provide credits in the future, under any circumstance.

- (v) **Payment Methods.** Advertiser may edit their Payment Method information by editing their respective payment details on their respective profile page on ELEQT or RocketHub. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Advertiser did not cancel their account (see, "Cancellation" below), Advertiser remains responsible for any uncollected amounts and authorizes Elysiant to continue billing the Payment Method, as it may be updated. This may result in a change to their payment billing dates. For certain Payment Methods, the issuer of Advertiser's Payment Method may charge them a foreign transaction fee or other charges.

(d) **Recurring Payments Cancellation**

- (i) Advertiser may cancel their ELEQT Corporate Membership recurring payment at any time, and Advertiser will continue to have access to the ELEQT service through the end of their monthly billing period. Elysiant does not provide refunds of credits for any partial-month corporate membership periods. To cancel, Advertiser must send a cancellation email to Finance@eleqt.com. If Advertiser cancels their Corporate Membership, their account will automatically close at the end Advertiser's current billing period.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Website, the Event and the ELEQT or RocketHub Brand shall at all times be owned by Elysiant. All Intellectual Property Rights in the Material shall at all times be owned by the Advertiser.
- 6.2 The Advertiser acknowledges that, in respect of any third party Intellectual Property Rights, the Advertiser's use of any such Intellectual Property Rights is conditional on the Advertiser obtaining a written licence from the relevant licensor on such terms as will entitle the Advertiser to use those Intellectual Property Rights.
- 6.3 The Advertiser is not entitled to use, including without limitation to copy, retrieve, reproduce, archive and/or modify any part of the Website (including without limitation its logo, material made available by Members and/or other advertisers, and information with regard to the Members), without Elysiant's prior written consent.

The Advertiser shall immediately cease any unauthorized use upon notification by Elysians.

- 6.4 The Advertiser grants Elysians an irrevocable, royalty-free, worldwide, perpetual and transferable right to use the Material for all purposes in connection with the Contract.

7. CONFIDENTIALITY

- 7.1 A party (“**Receiving Party**”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (“**Disclosing Party**”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

- 7.2 If the Advertiser uses technology in order to gather information about Members, whether automatically or not, including without limitation cookies, it shall comply with the following:

- (a) the Advertiser shall at all times comply with all applicable laws and regulations concerning privacy;
- (b) the Advertiser shall not combine any such gathered data with any personal data of any kind, including without limitation email addresses, in such a way that a Member may be identified;
- (c) the Advertiser shall comply with Elysians' Privacy Statement as stated on the Website;
- (d) the Advertiser shall be clear and open about the gathered information and the purpose of such information. If Advertiser uses links to its own website, it shall have a link to a page with such information on the first page after the Advertisement on the Website;
- (e) the Advertiser shall give Members the option to cancel the gathering and the use of their information;
- (f) the Advertiser shall give Members access to their information ;
- (g) the Advertiser shall protect the gathered information for corruption, loss and/or copying by any third parties; and

- (h) the Advertiser shall refrain from sending spam and/or other unsolicited emails to Members;
- (i) the data collected by the Advertiser will be confidential information owned by Elysians and will not be disclosed to any third party without the prior written consent of Elysians.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Terms shall limit or exclude Elysians' liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1:

- (a) Elysians shall under no circumstances whatever be liable to the Advertiser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Elysians' total liability to the Advertiser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.

8.3 Elysians does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this. Elysians will not be responsible for any failure or delay affecting the production of an Advertisement or any interruption or downtime affecting the Website where such failure or delay results from any act, omission, fault or other condition beyond the reasonable control of Elysians.

8.4 Except as set out in these Terms and/or the Advertising Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 Without limiting its other rights or remedies, Elysians may terminate the Contract with immediate effect by giving written notice to the Advertiser if the Advertiser fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party at least 2 months' written notice.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Advertiser shall immediately pay to the Elysians all outstanding unpaid Charges payable by the Advertiser on or prior to the date of termination;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. GENERAL

11.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Elysians shall not be liable to the Advertiser as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Elysians from performing its obligations under this Contract for more than 30 consecutive days, Elysians shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Advertiser.

11.2 Assignment and subcontracting:

- (a) Elysians may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Advertiser shall not, without the prior written consent of Elysians, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.3 Notices:

- (a) Any notice or other communication required to be given to Elysians by the Advertiser under or in connection with the Contract shall be in writing and sent by email to sales@ELEQT.com.
- (b) Notifications to the Advertiser by Elysians shall be sent to the email address or facsimile as specified by the Advertiser or by registered post. Notifications sent by registered post shall be deemed to have been received within 5 Business Days of the postal date.
- (c) This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action.

11.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

11.5 Severance:

- (a) If a court or any other competent authority finds that any provision in these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 11.6 Conflict: in case of conflict between these Terms and the Advertising Agreement, the Advertising Agreement shall prevail. In the case of conflict between the English language version of these terms and a translation thereof, the English text shall prevail.
- 11.7 Reporting: Elysians uses its own measuring system, which shall be decisive. Elysians shall use reasonable efforts to provide the Advertiser with traffic reports every 2 calendar months. Elysians shall provide the Advertiser with a final traffic report within ten days after the expiration or termination of the Advertising Agreement.
- 11.8 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.9 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 11.10 Governing law and jurisdiction: These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Curacao Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Curacao.