

XENTAVO  
WEBSITE TERMS AND CONDITIONS

## Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to XENTAVO's use of cookies in accordance with the terms of XENTAVO's privacy policy / cookies policy.

## License to use website

Unless otherwise stated, XENTAVO and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

## Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without XENTAVO's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without XENTAVO's express written consent.

## Conduct

You are responsible for, and assume all liability associated with, any material you make available or transmit through the website, whether through chat rooms, messages boards or other forums, including liability for claims of infringement, libel and slander. You may not post, transmit through or otherwise make available on or through the website (i) any material that violates or infringes in any way upon the rights of others, that is unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, (ii) without the express written consent of the owner thereof, any copyrighted material, or (iii) without the express prior written consent of the XENTAVO any advertising or any solicitation with respect to products or services (unless posted in an area specifically designated for that purpose). Although the XENTAVO does not and cannot review every message posted on or transmitted through the website, XENTAVO shall be under no obligation to permit any material posted or transmitted to remain on the website, and may remove from, or refuse to display on the website any material that XENTAVO, in the exercise of their sole discretion, believe violates these terms and conditions. If you hold yourself out to be a member of any profession and are not a member of the profession or licensed to be in the profession your rights may be terminated.

## User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to XENTAVO a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to XENTAVO the right to sublicense these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or XENTAVO or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

XENTAVO reserves the right to edit or remove any material submitted to this website, or stored on XENTAVO's servers, or hosted or published upon this website.

Notwithstanding XENTAVO's rights under these terms and conditions in relation to user content, XENTAVO does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## Links and Third Party Sites

As a convenience to you, XENTAVO may provide, on this website, links to websites operated by other entities. If you use these sites, you will leave this website. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. XENTAVO makes no warranty or representation regarding, and does not endorse, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that XENTAVO or this website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of XENTAVO.

## External Links to this Website

All links to this website must be approved in writing by XENTAVO. XENTAVO reserves the right to revoke this consent to link at any time in its sole discretion.

## No warranties

This website is provided "as is" without any representations or warranties, express or implied. XENTAVO makes no representations or warranties in relation to this website or the information and materials provided on this website by any party.

Without prejudice to the generality of the foregoing paragraph, XENTAVO does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

## Limitations of liability

XENTAVO will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if XENTAVO has been expressly advised of the potential loss.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit XENTAVO's liability in respect of any:

- death or personal injury caused by XENTAVO's negligence;
- fraud or fraudulent misrepresentation on the part of XENTAVO; or
- matter which it would be illegal or unlawful for XENTAVO to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## Other parties

You accept that, as a limited liability entity, XENTAVO has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against XENTAVO's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect XENTAVO's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as XENTAVO.

## Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## Indemnity

You hereby indemnify XENTAVO and undertake to keep XENTAVO indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by XENTAVO to a third party in settlement of a claim or dispute on the advice of XENTAVO's legal advisers) incurred or suffered by XENTAVO arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## Breaches of these terms and conditions

Without prejudice to XENTAVO's other rights under these terms and conditions, if you breach these terms and conditions in any way, XENTAVO may take such action as XENTAVO deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## Variation

XENTAVO may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## Assignment

XENTAVO may transfer, sub-contract or otherwise deal with XENTAVO's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect. To the extent that any portion of the provisions of these terms and conditions shall be deemed by a court of competent jurisdiction to exceed that permitted by applicable law, then these terms and conditions shall be reformed to the extent permitted by applicable law in a manner that as near as possible complies with the original intent of these terms and conditions.

## Entire agreement

These terms and conditions constitute the entire agreement between you and XENTAVO in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

## Governing law and dispute resolution

### Applicable Law

These Terms will be governed by and construed and enforced in accordance with the laws of British Virgin Islands, without regard to conflict of law rules or principles (whether of British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

### Informal Dispute Resolution

You and XENTAVO shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them (" Disputes "). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in arbitration proceeding as stipulated in Articles 10.4-10.8.

### No Class Arbitrations, Class Actions or Representative Actions

Any Dispute is personal to you and 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. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

### Arbitration Proceedings

Any Dispute shall be referred to and finally resolved [ by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.