

# TERMS OF USE

## Preamble

1. These Terms of Use (the “**Terms**” or “**These Terms**”) apply to surfer’s (also referred hereafter as “*you*” or “*your*” or “*yours*”) access to and use of all or part of this website (“**Site**”) of Menomadin Management Ltd. and its affiliated entities (“**Menomadin**” or “**Menomadin Group**”). The Site you are browsing contains general information about Menomadin Group. As used throughout this website, the term “Menomadin” and such terms as “*our*” “*we*” and “*us*” may refer to Menomadin or one or more or all of Menomadin Group. These Terms are used for convenience only and are not intended as a precise designation of any of the Menomadin’s separate entities, each of which manages its own affairs. By accessing or using this Site, you agree to be bound by These Terms and all terms incorporated by reference. If you do not agree to all of These Terms, do not use this Site.
2. These Terms, in whole or in part, are subject to change from time to time. You therefore agree in advance to any such or other change that will be made in them and that any such change will apply and will be valid with respect to your use of the Site.

## Browsing the site

3. The information contained on the website is for general purposes, is intended for the purpose of providing information only and does not constitute a recommendation and/or advice for the purchase of any product or service.
4. Menomadin does not guarantee that the information contained on the website is accurate and up-to-date for your browsing date on the website and you are aware that this information is subject to changes and/or additions from time to time.
5. Menomadin may block access to the Site as a whole and/or to such or other information contained on the Site, to all or some of the surfers, for any reason and subject to its sole discretion.
6. You undertake to use the information and services (if applicable) of the Site in accordance with the requirements of any law and subject to the guidelines and instructions appearing on the Site.

## Copyright

7. The material made available at this Site is protected by copyright. No material from this Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner. Modification of the materials or use of the materials for any other purpose is a violation of Menomadin’s copyright and other proprietary rights. All design rights, databases and compilation and

other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Menomadin.

### **Trademarks**

8. All trademarks, service marks, logos and trade names, whether registered or unregistered, are proprietary to Menomadin, its affiliates, or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

### **Links to other websites**

9. This Site may contain links to other websites. These links are for convenience only. Certain of these linked websites may make use of Menomadin proprietary intellectual property rights (such as trademarks, service marks, logos and trade names) under license from Menomadin. Menomadin is not responsible for the availability or content of these sites or for any viruses or other damaging elements encountered in linking to a third-party website. In addition, providing links to these sites should not be interpreted as endorsement or approval by Menomadin of the organizations sponsoring the sites or their products or services.

### **Jurisdictional issues**

10. This Site has been established in accordance with the laws of Liechtenstein. Menomadin makes no representation that materials in the Site are appropriate or available for use in other jurisdictions. Those who choose to access this Site from other jurisdictions do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to this Site from jurisdictions where the contents of this Site are illegal or penalized is prohibited. No information or software from this Site may be downloaded or otherwise or re-exported (i) into or to a national or resident of any country to which the United States embargoes or sanctions goods, services or technology; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

### **Disclaimer**

11. The materials in this Site are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Menomadin disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Menomadin does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components. Menomadin does not make any representations or warranties regarding the use or the results of the use of the materials in this Site in terms of their correctness, accuracy, reliability, or otherwise. Applicable law

may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

### **Limitation of liability**

12. To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall Menomadin be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if Menomadin has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, and so to that extent the above limitation or exclusion may not apply to you. In no event shall Menomadin's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence or otherwise) exceed the amount paid by you to Menomadin, if any, for using this Site.

### **Indemnity**

13. You agree to indemnify, defend and hold Menomadin, its affiliates and any of its and their directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of this terms; and/or (ii) your activities in connection with this Site.

### **General Provisions**

14. Privacy Policy. Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our Site.
15. Waiver. No failure or delay by either party in exercising any right under These Terms, including the Privacy Policy, will constitute a waiver of that right. No waiver under These Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
16. Severability. These Terms, including the Privacy Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of These Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of These Terms will remain in effect.
17. Assignment. You may not assign any of your rights or delegate your obligations under These Terms, including the Privacy Policy, whether by operation of law or otherwise, without the prior written consent of Menomadin (not to be unreasonably withheld). Menomadin may assign These Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in

connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all our assets.

18. Governing Law. These Terms, and any disputes arising out of or related hereto, will be governed exclusively by the laws of Liechtenstein.
19. Venue. The applicable courts in Vaduz will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to These Terms, including the Privacy Policy Mandatory places of jurisdiction prescribed by law remain reserved.
20. Entire Agreement. These Terms, including any terms incorporated by reference into These Terms, constitute the entire agreement between you and Menomadin and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in These Terms and any pages referenced in These Terms, the terms of These Terms will first prevail.