

## **TERMS OF SERVICE**

### **THIS USER TERMS OF SERVICE IS A LEGAL & BINDING AGREEMENT BETWEEN YOU AND ACTIVE BORNEO TECHNOLOGIES**

#### **ARTICLE 1**

#### **ACCEPTANCE & INTERPRETATION**

##### **1.1 Acceptance**

These terms of service govern your use of the websites, mobile applications and services (collectively, the "Service") provided by ABT via MyBorneoShop (as defined below).

Please read these terms and conditions (this "Agreement") carefully before using the MyBorneoShop (the term "use" when used herein in respect of the MyBorneoShop will mean access or use and using will have a corresponding meaning). By accessing or using MyBorneoShop, you agree to be bound by and comply with this Agreement, as updated from time to time in accordance with Clause 8.3 of herein. If you do not accept and agree to be bound by this Agreement, please do not proceed with the use of MyBorneoShop.

##### **1.2 Definitions**

" Agreement " refers to this Terms of Service that may be amended from time to time and the additional terms and conditions and policies and schedules referenced herein and/or available by hyperlink.

" ABT " refers ACTIVE BORNEO TECHNOLOGIES (company number: \_\_\_\_\_), a company incorporated in Malaysia having its registered/business address at Padimas Point 2, Jalan Penampang ByPass, Kota Kinabalu  
89000, Sabah, Malaysia.

" User " refers to any user including without limitation users who are sellers, buyers, merchants, or contributors of content, information and other materials whether individual OR business entity/company.

"You" or "Yours" means the person or entity visiting the MyBorneoShop, browsing or otherwise using the MyBorneoShop.

"MyBorneoShop " refers to the platform and/or venue which enables User to interact with each other, and to buy and sell items/goods.

## **ARTICLE 2**

### **YOUR USE OF MYBORNEOSHOP**

#### **2.1 Service**

You agreed to access MyBorneoShop in order to use the Service. You acknowledges that the access and the use of MyBorneoShop Service shall depend on the type of access and agrees that not all Service shall be available.

You acknowledges that the access to MyBorneoShop and SUBJECT to your compliance with the Terms herewith shall be on a limited, non-exclusive, revocable (with or without cause), non-transferable right and license to use the Service.

Your usage of MyBorneoShop via the Website and/or Application, any of the Services, any Purchase and Sale made and/or any other transactions that may be performed or conducted through the Website and/or Application are each subject to these Terms and Conditions.

The availability of the Service directed solely to those who access the Website and/or Application from the cities that are listed on the Website and/or Application. ABT makes no representation that the Service are available or otherwise suitable for use by persons outside the listed cities. In the event User chooses to access the Website and/or Application (the use of the Service) from locations outside of the listed cities, User hereby agree to do so at their own initiative and shall strictly comply with any regulations / applicable law and shall bne responsible for any consequences.

The availability of the Service and transaction are strictly for your non commercial, personal use only. Commercial use for any business purposes or use on behalf of any third party is prohibited except as explicitly permitted by us in advance. For the avoidance of doubt, scraping of the Website (and hacking of the Website) is strictly prohibited.

#### **2.2 Account**

You would need to have an account with MyBorneoShop ("**Account**") in order to use the Service or some parts of the Service. When you create an Account, you represent and warrant that:

- an individual, you are not a minor and 18 years and above of age

- corporate entity or any other legal entity ("**Entity**"), you have the authority to bind the Entity to these Agreement
- you possess the legal authority to create a binding legal obligation
- if you are using MyBorneoShop on behalf of another person, you have the authority to bind such person to this Agreement
- all information which you provide is true, accurate, current and complete at all times by making changes, additions or deletions to the Account if necessary
- please review our current Privacy Policy, which contains important information about how we treat your personal data and protect your privacy (including our practices in collecting, storing, using and disclosing your personal information), and which is hereby incorporated by reference and forms a part of this Agreement
- you will be issued a User account by us to access MyBorneoShop and must keep the details of your User account secure and must not share them with anyone else
- in the event you are under 18 years of age, you may only use the Service with the consent of and under the supervision of your parent or legal guardian who shall be responsible for all your activities
- you are responsible for all activities and transactions under your Account. ABT shall not be responsible in any way if your Account are misappropriated or used by a third party

### **2.3 Termination and Limitation of access to MyBorneoShop**

You must not access MyBorneoShop or accept the terms of this Agreement if you are a person who is either barred or otherwise legally prohibited from using MyBorneoShop under the laws of the country in which you are resident or from which you use MyBorneoShop.

You shall not misuse the access and/or use of the Service by creating multiple user accounts and you shall not lend, transfer or sell the Account or User Account to another party and must not use another User's Account without their permission.

You shall not use proxy IPs (Internet Protocol addresses) in order to attempt to hide any criminal activity/ies, violation of any applicable laws/rules/regulation.

You shall not use multiple registration account or disrupts the access and/or use of the Service.

If you violate any of the terms and conditions of this Agreement, your rights under this Agreement will immediately terminate. We may also terminate your access to the MyBorneoShop without notice and without refund to you. Notwithstanding the foregoing, we reserve the right, at our sole discretion, to limit or deny you access to or use of the MyBorneoShop, at any time and for any reason, including for violation of this Agreement. You will cease and desist from any such access or use immediately upon request by us. If we

disable access to your account, you may be prevented from accessing MyBorneoShop, your account details or any that are associated with your account.

## **2.4 Fees and Payments**

Depending on the type and/or number of listings User choose to post and any additional services User may request in relation to User Account or listing, User may be charged subscription fees, listing fees, charged for and/or fees and charges otherwise in relation to User Account or listing (collectively, the "**ABT Fees**").

User may pay User ABT Fees in accordance with our payment instructions.

User acknowledge and agree that:

- User shall make prompt payment of all ABT Fees, in full before the due date stipulated by ABT for such payment (where applicable) and in accordance with our payment instructions. In the event of late payment or non-payment of amounts due to ABT without prejudice to any other rights or remedies available to us, ABT shall be entitled to: (i) terminate and/or suspend User Account and/or your access to the Service; and/or (ii) charge you a late payment fee on the overdue amount at the rate of 1.5% per month, or, if lower, the maximum rate allowed by applicable law. User shall pay such fees together with the overdue ABT Fees and any legal fees and collection costs incurred by ABT in collecting any past due amounts. This fee will be applied on the day after the payment due date and will be applied each month until the overdue amount is paid
- in the event User Account is suspended or terminated for any reason any amounts due on your Account will immediately become due and payable. ABT reserves the right to immediately charge any amounts User have not previously disputed and shall be entitled to terminate User's Account, without prejudice to any other rights or remedies available to us
- User are responsible for collecting and paying any taxes associated with using and making sales through the Service. Depending on the tax legislation of your country of residence, goods and services tax or similar consumption tax might apply in addition to your fees

## **2.5 Selling and Buying**

Buyer may submit an offer to buy items/goods included in a Listing through the Service and any Sale and Purchase is strictly between Buyer and Seller. All items/goods included in Listings are provided by User and not by ABT and/or MyBorneoShop.

In using the Services to create a listing and offer an item for sale and/or offer a service (as the case may be), you agree to comply with the following:-

- you must provide a fair, accurate and complete description of each item, including your price for the item
- each item and/or offer of services must have its own listing
- your listing for an item may only include text, descriptions, graphics, images and other content relevant to the item. All Content contained in a listing must be true, complete, accurate and not misleading in any manner whatsoever
- all items and/or offer of services must be listed in the appropriate category
- any links included in your listing leads to your personal or corporate website and must not include any links to third party websites

You acknowledge and agree that ABT has no control over any website other than the MyBorneoShop website and without prejudice to the rest of this Agreement, you warrant, in respect of services and/or items/goods which you offer for sale on the Service (as the case may be), that:-

- you are the owner of the item, and the item is not stolen
- the item is not counterfeit and does not infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights
- the sale of the item complies with all laws and regulations which apply to that item
- the item is not dangerous, hazardous or subject to a recall by a government or manufacturer
- the Content in any listing does not infringe or violate any applicable laws and regulations, the intellectual property rights or proprietary rights of a third party

## **2.6 Content**

The Service allow User to create listings and share content includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service ("**Content**").

You retain ownership rights in the Content which you upload or share on the Service but you grant ABT a worldwide, fully-paid, royalty-free, sub-licensable, and transferable licence to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute such Content (subject to ABT's Privacy Policy) for the purpose of operating, developing, providing, promoting, and improving the Service and to research and develop new products and services.

You understand and agree that you are solely responsible for the Content which you post or share on or through the Service and any loss or damage which you sustain as a result of such Content is solely your responsibility.

You acknowledge that ABT does not pre-screen Content uploaded by users nor is ABT directly involved in transactions between User. ABT shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available on the Service. Without limiting the foregoing, ABT shall have the right to remove Content, without liability or the obligation to offer a refund, in any of the following events:-

- If the Content is in breach of these Agreement
- If ABT has received a complaint or notice of infringement in respect of the Content
- If the Content is otherwise objectionable

ABT may also block Content and the delivery of a communication (including, without limitation, feedback, postings, messages and/or chats) to or from the Service as part of efforts to protect the Service or users, or to otherwise enforce these Agreement.

ABT has no control over and you agree that ABT shall not be responsible and/or liable for any of the following:-

- The quality, safety, morality or legality of any aspect of the items listed
- The truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items
- The true identity, age, nationality of User
- Any Content posted by User

You are highly encouraged to use the features and functions available on the Service to communicate with other User and/or to find out more about an item which User has put up for sale. However, please perform due diligence, common sense and good judgment in your interactions with other User. While ABT endeavours to keep the Service safe for everyone, your use of the Services and your interactions with other User is entirely at your own risk.

### **ARTICLE 3**

#### **INTELLECTUAL PROPERTY**

You acknowledge and agree that the Service and all copyright, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of ABT. Furthermore, you acknowledge and agree that the source and object code of the Service and the format, directories, queries, algorithms, structure and organization of the Service are the intellectual property and proprietary

and confidential information of ABT. You are not granted any intellectual property rights in and to the Service not expressly granted in this Agreement and such rights are hereby reserved and retained by ABT.

The Service may utilise or include third party software that is subject to open source and third party licence terms ("**Third Party Software**"). You acknowledge and agree that your right to use such Third Party Software as part of the Service is subject to and governed by the terms and conditions of the open source and third party licenses applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, licence terms and disclaimers contained therein. In the event of a conflict between this Agreement and the terms of such open source or third party licences, the terms of the open source or third party licences shall prevail with regard to your use of the relevant third party software. In no event shall the Service or components thereof be deemed to be open source or publicly available software.

You are not authorised by ABT to use ABT's trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of ABT, which may be withheld for any or no reason.

#### **ARTICLE 4**

##### **OFFER & ACCEPTANCE**

All offers made and accepted through the Service are binding.

If you are a buyer whose offer for an item has been accepted by a seller, you agree to make prompt payment to the seller for the item upon delivery, unless there is an exceptional circumstance, for instance, if you are cannot authenticate the seller's identity.

In communicating with a User through the Service for the offering of or acceptance of services or purchase or sale of an item (each, a "**Transaction**"), you may obtain personal information of that User, such as their email address, phone number and mailing address. Without obtaining prior permission of the User, you shall use such information solely for the purpose of the Transaction.

Notwithstanding the foregoing, as ABT is not involved in Transactions which is strictly between Users. ABT cannot ensure that a User (whether as a buyer or seller) would follow through and complete a Transaction.

Any person who operates a business for the purpose of supply of goods or services via our Platforms is subject to comply with the Consumer Protection (Electronic Trade Transactions) Regulations 2012 of Malaysia.

In the event seller has accepted a buyer's offer for an items/goods:-

- you agree to deliver the item or otherwise complete the transaction with the buyer in a prompt manner unless there is an exceptional circumstance, for instance, if the buyer fails to meet the terms of your listing (such as payment method), or you cannot authenticate the buyer's identity.
- you may charge reasonable delivery and handling fees to cover the costs for packaging and mailing the item. However, you must not charge excessive delivery fees.
- you may not alter the item's price after a sale, or misrepresent the item's location and price.

## **ARTICLE 5**

### **PAYMENT**

#### **5.1 Payment Directly to Seller**

Our platform allows buyer to make payment for purchase of an item listed on the platform using the payment methods made available on the platform via cash on delivery or payment processing services for payment methods made available on the platform will be undertaken and facilitated by the Payment Service Providers (as defined below), and subject to or governed by their respective Additional Terms (as defined below).

We do not process payments for items/goods included in Listings posted to the Service.

#### **5.2 Payment Services Provider**

In order to provide the Payment Services, you acknowledge that ABT may integrate the services provided by certain third party service providers, subcontractors, partners and/or agents who are registered with, approved or licensed by Central Bank of Malaysia ("**Payment Service Providers**") into the platform and that Payment Service Providers shall provide its payment processing services subject to their respect Additional Terms (as defined below). In order to use the Payment Services, you agree to comply with such Additional Terms (as defined below), as the same may be modified by the Payment Service Providers from time to time, and other applicable Additional Terms (as defined below).

Information required for Payment Services: In order to use the Payment Services, you must provide ABT and/or its related corporations with accurate and complete information required for the Payment Services including account information for at least one valid debit or credit card through the Platform. ABT and/or its related corporations uses such information as described in the Privacy Policy, and you acknowledge and agree that we may use certain third-party Payment Service Providers including but not limited to KiplePay Sdn. Bhd. ("**Kiple**") to process payments and to manage the account information you have provided to us. You may add, delete, and edit the payment method account information you have provided from time to time directly through the Platform.



By providing the account information for a credit or debit card, you represent and warrant, that: (i) you are legally authorised to provide such information to us; (ii) you are legally authorised to perform payments from the account(s) you have provided to us; and (iii) such action does not violate the terms and conditions applicable to your use of such account(s) or applicable law. When you authorize a payment using any such account(s) via the Platform, you represent and warrant that there are sufficient funds or credit available to complete a payment using such account(s).

By using a particular payment method, you are agreeing to the terms of service of the relevant Payment Service Providers and your financial institution. You will bear all fees that may be charged by such Payment Service Providers and/or your financial institution (if any) for the selected payment method.

You agree to authorise ABT and/or its related corporations to provide or give instructions on your behalf to the relevant Payment Service Providers for processing of the Payment Services including but not limited to making, accepting and/or refunding any payments, in accordance with this Clause.

### **5.3 Additional Terms**

If you use the Payment Services, you acknowledge that such services shall be subject to or governed by additional terms and conditions of third party service providers, partners, subcontractors and/or agents ("**Additional Terms**"). You agree to comply with such Additional Terms including the terms and conditions set out in the KiplePay Agreement (available at: [https://\\_\\_\\_\\_\\_](https://_____)), which may be modified or updated from time to time, and any other terms and conditions that may be referred to or incorporated within such Additional Terms.

## **ARTICLE 6**

### **DELIVERY & REFUND/EXCHANGE POLICY**

Seller are solely responsible for delivering sold items to buyer via the delivery option agreed by the buyer and seller. You acknowledge and agree that ABT has no control over any delivery of the items sold through the platform, including but not limited to the delivery fees and method specified and/or agreed by the buyer and seller.

Buyers are encouraged to choose a tracked and/or registered delivery option as they bear the risk of any lost deliveries in the event of an untracked delivery. In the event of any tracked delivery that does not arrive, a seller may be required to provide valid proof of delivery that allows ABT to verify that the item was dispatched to the address provided by the buyer for the specific order.

In any event, ABT shall not be responsible for any delays, delivery failures, damages, or losses resulting from the delivery of items/goods by the seller.

You understand and agree that ABT shall not bear any damages done by any of the Service that we provided. All items/goods purchased are at your own risk. Any damages caused by the delivery is to be taken up by you with the delivery company and/or seller. We shall not assume any responsibility for lost/damages items/goods.

In the event the items/goods doesn't fit, damages or is not to your liking, you can only return it if your seller is willing to accept a return/refund. You may contact your seller and come to an amicable solution.

If notified to us, ABT will attempt in good faith to assist but is under no obligation to resolve the same. You shall release ABT from any claims, demands and damage arising out of your disputes with users of our Service.

## **ARTICLE 7**

### **RESTRICTIONS**

You shall use the Service in accordance with these Agreement and shall not:-

- commit or encourage any criminal offence
- transmit or distribute a virus including but not limited to Trojan horse, worm, logic bomb
- post/upload any materials on the Website which is malicious, technologically harmful
- upload any content that in breach of confidence or in any way offensive or obscene, corrupt data, cause annoyance to other User, infringe upon the rights of a person's rights of proprietary, publicity, privacy, copyright, trademark or any other intellectual property right
- send any unsolicited advertising or promotional material
- make any modification, adaptation, improvement, enhancement, translation or derivative work from the Service
- use the Service to create or promote a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Service or any service, product or software offered by ABT
- use any scraper, robot, bot, spider, crawler or any other automated device or means to access, acquire, copy or monitor any portion of the Service, or any data or content found or access through the Service
- collect, use and/or disclose any information in respect of other User without their consent.
- violate and/or breach any existing and applicable laws and its subsidiary, rules or regulations in connection with your access or use of the Service

- furnishing false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers
- attempting to circumvent ABT's security or network including accessing data not intended for User, logging into a server or account User are not expressly authorised to access or probing the security of other networks (such as running a port scan)
- executing any form of network monitoring which will intercept data not intended for User;
- entering into fraudulent interactions or transactions (which shall include entering into interactions or transactions purportedly on behalf of a third party where User have no authority to bind that third party or User are pretending to be a third party)
- using the Service (or any relevant functionality of either of them) in breach of these Terms
- engage in any unlawful activity in connection with the use of the Service
- engage in any conduct which in our exclusive reasonable opinion, restricts or inhibits any other User from properly using or enjoying the Service

## **ARTICLE 8**

### **GENERAL**

#### **8.1 Governing Law and Jurisdiction**

You must comply with any and all applicable laws, including privacy laws, intellectual property laws, and laws applicable to the reporting and payment of any taxes arising in connection with your use of the Service. This Agreement will be governed by the laws of Malaysia. These laws apply to your use of the Service, notwithstanding your domicile, residency or physical location. The Service is intended for use only in jurisdictions where they may lawfully be offered for use. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts of Malaysia in all disputes arising out of or relating to the use of the Service. Nothing on the Service constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by applicable law.

#### **8.2 Disclaimer of Warranties and Limitation of Liability**

DISCLAIMER OF WARRANTIES. YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK AND THE SERVICE ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE SERVICE. THE SERVICE MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES, INCLUDING PRICING ERRORS. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE SERVICE. WE DO NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE SERVICE. YOUR USE OF THE SERVICE OBTAINED THROUGH THE USE OF THE SERVICE WILL BE AT YOUR OWN DISCRETION AND RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE SERVICE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE (ON BEHALF OF OURSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS, COLLECTIVELY) DISCLAIM ALL LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, OR ANY OTHER LEGAL THEORY, FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING FROM YOUR USE OF, OR INABILITY TO MAKE USE OF, THE PLATFORM/SERVICE, THE ITEMS/GOODS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF, OR INABILITY TO MAKE USE OF, THE SERVICE (INCLUDING ANY (I) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE, (II) FRAUD, (III) LOSS OF INFORMATION, PROGRAMS OR DATA, (IV) LOSS OF USE, (V) PERSONAL OR PROPERTY DAMAGE, (VI) FINES, FEES, PENALTIES, OR (VII) ANY OTHER LOSSES OR DAMAGES, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF, OR YOUR INABILITY TO MAKE USE OF, THE SERVICE).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND WAIVE ALL CLAIMS AGAINST US AND FROM ANY AND ALL LIABILITY FOR CLAIMS, COSTS, AND EXPENSES (INCLUDING LITIGATION COSTS AND LEGAL FEES) OF ANY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT.

### **8.3 Amendment to this Agreement and the Service**

Except where prohibited by applicable law, we reserve the right to amend this Agreement at any time without notice. Your continued use of the Service after any amendment to this Agreement indicates your acceptance of such changes. It is your responsibility to review this Agreement regularly for any changes.

### **8.4 Entire Agreement, Waiver**

This agreement constitutes the entire agreement between us and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Platform. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or

relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Our failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. If any of the provisions contained in this Agreement conflict with the terms of another agreement between the parties (if any), then the terms of this Agreement will prevail. It is the express wish of the parties that these Terms of Service and all related documents be drawn up in English.

#### **8.5 Force Majeure**

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation or by any Government Order.

#### **8.6 Assignment.**

These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent.