

## Portal Terms

### 1. ASYNQ; THE PORTAL

- 1.1. Asynq Limited, a company registered under the laws of England and Wales holding company registration number 12758278 ("**Asynq**", "**we**", "**us**" or "**our**"), is the administrator of the online portal at the URL [www.uxnetwork.io](http://www.uxnetwork.io) (the "**Portal**"), which includes other websites added to the Portal from time to time to provide a medium where you ("**you**" or "**your**") may create an Account, obtain information and communicate with Asynq from time to time.
- 1.2. If you are accessing and/or using the Portal on behalf of your employer or as a consultant or agent of a third party (collectively "**Your Company**"), you represent and warrant that you have the authority to act on behalf of and bind Your Company to these Portal terms and conditions (the "**Portal Terms**") and everywhere in these Portal Terms that refers to you or your, shall also include Your Company.
- 1.3. Asynq has been appointed to interpret, administer and enforce the Portal Terms on and from the inception of the Portal. The decisions and requirements of Asynq are conclusive and binding on you. In the event of any inconsistency between parts of the Portal Terms, such inconsistency will be resolved by Asynq, and such resolution is conclusive and binding on you.

### 2. ACCEPTANCE OF TERMS

- 2.1. Your access and use of the Portal, the creation and holding of an Account, the KYC Verification, the Asynq Content, Public Content, or any forums, wikis, blogs, or services provided on the Portal (together, the "**Services**"), are subject to these Portal Terms.
- 2.2. Your use of the Portal, Asynq Content, Public Content and the Services may also be subject to disclaimers, legal notices, click-through agreements, or other legal agreements (any, "**Additional Legal Terms**"), which may be posted on the Portal from time to time.
- 2.3. These Portal Terms, the applicable Additional Legal Terms, the TARA and the Privacy Policy (together "**Controlling Terms**") form a legally binding agreement between you and Asynq regarding your access and use of the Portal.
- 2.4. **By accessing or using the Portal, including opening an Account or otherwise receiving the Services, you accept and agree to abide by the terms of these Portal Terms. If you do not agree to the terms of these Portal Terms, you must stop using/accessing the Portal immediately.**

### 3. DEFINITIONS

- 3.1. Unless the context otherwise requires, the following definitions apply throughout these Portal Terms:

**Account** a customer identification account hosted on the Portal to hold UX Tokens and access and use the UX Network

**Additional Legal Terms** has the meaning set out at clause 2.2

<b>Affiliate</b>	(a) in relation to any company, any Subsidiary or Parent Company of that company and any other Subsidiary of that Parent Company; and  (b) in relation to any natural person, the spouse or children of such natural person, or company or any Subsidiary (or Affiliate of such company or Subsidiary) under the control of such natural person
<b>Affiliate Account</b>	an Account opened by an Affiliate of an Account holder
<b>Asynq Content</b>	has the meaning set out at clause 4.4
<b>Controlling Terms</b>	has the meaning set out at clause 2.3
<b>KYC Verified/Verification</b>	the verification of your 'Know Your Client' particulars in accordance with the KYC Requirements
<b>KYC Requirements</b>	the rules and requirements for 'know your client' and 'anti-money laundering' verification and ongoing compliance for all users as administered and enforced by Asynq (as updated or amended from time to time)
<b>Parent Company</b>	has the meaning given in the definition of Subsidiary in this clause 3.1
<b>Portal Terms</b>	has the meaning set out at clause 1.2
<b>Portal</b>	has the meaning set out at clause 1.1
<b>Privacy Policy</b>	the privacy policy of Asynq as updated or amended from time to time
<b>Public Content</b>	has the meaning set out at clause 4.2
<b>Subsidiary</b>	(a) a company (Company A) in which another company (Company B) (a "Parent Company") either:  (i) holds a majority of the voting rights attached to the issued shares in the capital of Company A;  (ii) is a shareholder of Company A and has the right to appoint or remove a majority of Company A's board of managers or directors (without the consent or concurrence of another person, unless no other person has such a right to appoint or remove); or  (iii) is a shareholder of Company A and controls alone (pursuant to an agreement with other shareholders) a majority of the voting rights attached to the issued shares in the capital of Company A;  whereby, for the avoidance of doubt, Company A is considered as the Subsidiary of Company B; or  (b) Company A, if Company A is a Subsidiary (within the meaning set out in (a) above) of a company that is itself Subsidiary of Company B.
<b>TARA</b>	the Token Allotment Request Agreement as updated or amended from time to time
<b>User/s</b>	you or any other user of the Portal from time to time

<b>UX Network</b>	the public blockchain known as the UX Network that allows for peer to peer transactions and the development of distributed applications
<b>UX Token/s</b>	the cryptographic utility tokens that represent units of network capacity of the UX Network
<b>Your Company</b>	has the meaning set out at clause 1.2

#### **4. LICENSES**

- 4.1. Asynq hereby grants to you, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to access and use the Portal.
- 4.2. By transmitting or uploading any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, suggestions, feedback, ideas, expression of ideas, other materials, or any posting to any forum, wiki, or blog to any web page on the Portal (collectively, "**Public Content**"), you grant to Asynq a perpetual, irrevocable, non-exclusive, world-wide, fully-paid up and royalty free license to use such Public Content without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. The license shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license the Public Content, and all rights therein; to make, have made, offer to sell, sell, lease, or otherwise distribute any Public Content or product; and to practice any method, embodying such Public Content (including the right to sublicense any of the foregoing).
- 4.3. You further represent and warrant to Asynq that you have the right, title, and/or authority to grant such license to Asynq. Asynq may elect not to post or publish the Public Content that you send or upload. If Asynq elects to post or publish the Public Content, Asynq may in its sole discretion elect to withdraw the posted or published information for any reason and without notice.
- 4.4. Asynq may make certain Asynq-created or licensed articles, information, data, code, text, software, documentation, graphics, images, marketing materials, videos, photographs or other materials available to you on the Portal ("**Asynq Content**"). Asynq grants you a limited, revocable, non-exclusive license to access, copy and use the Asynq Content for your own use in connection with your access and use of the Portal. You may not sublicense these rights to any third party. You may not use the Asynq Content to create, enhance or market products or services that compete with any products or services of Asynq. Asynq may revoke this license at any time in the event you violate these Portal Terms.
- 4.5. You acknowledge and agree that the relationship between you and Asynq under these Portal Terms is not a confidential, fiduciary, or other special relationship. Asynq shall have the right, but not the obligation, to use your name, likeness, biography and other information about you in connection with any use of the Public Content you submit. Nothing in these Portal Terms shall prohibit or restrict Asynq's right to create or obtain other submissions similar to or competitive with those submitted by you.

#### **5. ACCOUNT OPENING**

- 5.1. Subject to Asynq being satisfied (in its sole discretion) that you have:
  - 5.1.1. fulfilled the KYC Requirements and are therefore KYC Verified; and
  - 5.1.2. agreed to and are in compliance with these Portal Terms and the Controlling Terms,

Asynq hereby grants you the right to access the Portal to create an Account.

- 5.2. Except as otherwise expressly permitted herein, you agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to your Account to any party other than where you are accessing and/or using the Account on behalf of Your Company.
- 5.3. Unless expressly agreed to in writing by Asynq, Users are prohibited from opening additional accounts in the names of any Affiliates. To the extent, Asynq allows for one or more Affiliate Accounts to be opened by a user, Asynq reserves the right to treat both the user's Account and the Affiliate Accounts as being under the common legal and beneficial ownership of the user for any of the purposes set out in these Portal Terms including the suspension of Accounts procedure as provided for in clause 16.2.

## **6. CHANGE AND NOTICES**

- 6.1. Asynq reserves the right to make changes to the Portal Terms from time to time. You agree to be bound to any amended or updated versions of the Portal Terms on and from the date they are made available to you via the Portal.

## **7. CONFIDENTIAL INFORMATION**

- 7.1. You agree not to reproduce any Confidential Information to which you are provided access through the Portal in any form except as authorized at the time of disclosure. Any reproduction of Asynq Confidential Information shall remain the property of Asynq and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (d) not to disclose any Confidential Information to any party without the prior written consent of Asynq. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall you use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the UX Network or Services, or compete with the UX Network or Services in whole or in part. As used herein, '**Confidential Information**' shall mean all Asynq technical product documentation, trade secrets and other information or Services which Asynq or third parties protect against unrestricted disclosure to others which is either labelled Confidential, accessed through a restricted or non-public area of the Portal, pursuant to software downloads, or reasonably identifiable as confidential based on the type of information and the manner of its disclosure, and 'reasonable steps' means those steps you and/or Your Company take to protect your own similar confidential information, which shall not be less than a reasonable standard of care.

- 7.2. **SUBJECT TO OUR OBLIGATIONS UNDER THE PRIVACY POLICY, ALL UPLOADS BY YOU INTO THE PORTAL SHALL BE AT YOUR OWN RISK AND ASYNQ TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF THE PORTAL.**

## **8. YOUR INFORMATION, PRIVACY, AND DATA PROTECTION**

- 8.1. You understand and agree that Asynq collects, uses, stores and otherwise processes your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the Services, subject to our Privacy Policy. Data to be processed includes your name and email address.
- 8.2. Pursuant to the terms of the Privacy Policy, you agree that Asynq may access, preserve and disclose your personal information and/or Public Content if required to do so by law or to: (i) comply with a legal process; (ii) respond to claims that any Public Content violates the rights of third parties or (iii) protect the rights, property or personal safety of Asynq, other users of the Portal, and the public.

## **9. COPYRIGHT**

- 9.1. All the Portal and product documentation is the copyrighted work of Asynq. Unauthorized copying, distribution, modification, public display, or public performance

of copyrighted works is an infringement of the copyright holders rights. You agree that you will not use the Portal to infringe the Intellectual Property Rights of Asynq or others in any way. You must not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of the Portal or related product documentation, third party software, or any Public Content accessed on the Portal.

- 9.2. As used herein, '**Intellectual Property Rights**' means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

## **10. RESPONSIBILITY FOR LINKS AND CONTENT**

### **10.1. ASYNQ IS ONLY RESPONSIBLE OR LIABLE FOR THE CONTENT POSTED ON THE PORTAL TO THE EXTENT REQUIRED BY APPLICABLE LAW AND TO THE FULLEST EXTENT OF APPLICABLE LAW, YOUR USE OF PUBLIC CONTENT SHALL BE AT YOUR OWN RISK.**

- 10.2. The Portal may contain links to external websites and information provided on such external websites by Asynq partners and third-party service providers. Asynq shall not be responsible for the contents of any linked website, or any changes or updates to such websites.

- 10.3. You further agree that Asynq shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods or services available on or through any such linked website. Any Public Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Public Content.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. Subject to any licenses you grant to Asynq pursuant to this Agreement, you shall retain ownership of all Intellectual Property Rights in and to the Public Content provided by you on the Portal to the extent you are the owner or holder of the Intellectual Property Rights. Nothing in this Agreement shall prohibit you from selling or licensing your Public Content to any other party under a separate agreement.

- 11.2. All Intellectual Proprietary Rights to any Asynq Content, the Portal and the Services shall belong to Asynq. Nothing in these Portal Terms shall be deemed to give you the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell the Portal or any part thereof for any reason unless otherwise permitted by law or Additional Legal Terms. You hereby agree to assign and do assign to Asynq any modifications or derivative works of any the Portal made by you in contravention of this limitation.

## **12. SPECIFIC CONDUCT REQUIREMENTS**

- 12.1. As a condition precedent to using the Portal, you agree that:

12.1.1. you will use the Portal only for the purposes and in the manner expressly permitted by the Portal Terms and in accordance with all applicable laws and regulations;

12.1.2. you will not undertake, including by your use of the Portal, any unlawful or illegal activity which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act;

12.1.3. you will not, directly or indirectly, commit any act which Asynq considers (in its sole discretion) as negatively effecting (i) the sound functioning of the

Portal, nor (ii) the prudent business practices, financial standing or regulatory compliance of Asynq or any of its Affiliates;

### **13. PERMISSIBLE USE OF PORTAL**

- 13.1. You agree not to access or utilize the Portal for purposes that are inconsistent with Asynq's legitimate business interests. You are permitted to use the Asynq Content only in strict compliance with the terms of these Portal Terms to obtain information, so long as that information is not being gathered for a use in any manner which is or could be detrimental to Asynq (unless such use is otherwise protected by law), and/or to provide feedback or other constructive comments to Asynq (both positive and negative).

### **14. PROHIBITED CONDUCT**

- 14.1. You agree not to use Portal to:
- 14.1.1. publish, upload, post, email, transmit or otherwise make available any Public Content that (a) you do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;
  - 14.1.2. defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity;
  - 14.1.3. impersonate any person or entity, including, but not limited to, an Asynq official, Asynq employee, or any other third party, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - 14.1.4. forge email headers or otherwise manipulate identifiers in order to disguise the origin of any Public Content transmitted through the Services;
  - 14.1.5. download any file or Public Content posted by another user that you know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;
  - 14.1.6. interfere with or disrupt the Services, servers, or systems which support the Services, or disobey any requirements, procedures, policies or regulations of Portals connected to the Services;
  - 14.1.7. violate any applicable local, state, national or international law and any regulations;
  - 14.1.8. harvest, collect, or store personal information or data of other users of the Portal.

### **15. BREACH AND ACCOUNTABILITY**

- 15.1. In the event you are in material breach of the Controlling Terms, Asynq may, at its sole discretion, suspend or terminate your rights under these Portal Terms and refuse you any current or future use of Portal, including Asynq Content.
- 15.2. Asynq shall not be liable to you or any third party for any termination or change to the Portal and/or the Services. If you send or upload Public Content that is confidential or proprietary of a third party without that third party's permission, or, if you transmit or upload Public Content that is intended to infect, corrupt or otherwise disrupt the

operation of Portal or any other user's computer system, Asynq may report you to the relevant authorities to ensure you are held accountable to the fullest extent of applicable laws.

## **16. SUSPENSION AND/OR TERMINATION**

- 16.1. Asynq shall terminate an Account upon the request of a User.
- 16.2. Asynq may, at its discretion, suspend or terminate (i) a User's Account, (ii) any and all rights and licenses granted to the User hereunder and/or (iii) the User's access to the Portal, with immediate effect (or with effect from such later time as Asynq may determine), including:
  - 16.2.1. where Asynq determines that the User does not meet the continuing obligations required of a User (including the KYC Requirements);
  - 16.2.2. where Asynq determines that the User has contravened the Portal Terms, any other Controlling Terms or any applicable laws or regulations;
  - 16.2.3. in the event of death, bankruptcy, winding up or insolvency of the User (as the case may be);
  - 16.2.4. if the User engages, or encourages others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to the Portal, their Account, the Portal Terms and/or Asynq or its Affiliates;
  - 16.2.5. if a User fails to accept any change to the Portal Terms as notified to them hereunder;
  - 16.2.6. where Asynq is required or deems it necessary to comply with applicable laws and regulations; and/or
  - 16.2.7. where Asynq is no longer licensed, approved, registered (or otherwise exempt from licensing, approval and/or registration requirements) to conduct its activities.
- 16.3. Where there is a balance of UX Tokens in a User's Account terminated or suspended in accordance with this clause 16, clause 18 shall apply.

## **17. EFFECT OF TERMINATION; GENERAL**

- 17.1. Upon the termination of the Portal Terms for any reason, you agree to immediately cease all use of the Portal and erase and destroy all copies, full or partial, of the Portal and all copies of Confidential Information in Your possession or control. At Asynq's request, you agree to provide written certification of such destruction to Asynq.

## **18. EFFECT OF TERMINATION/SUSPENSION; USER ACCOUNT**

- 18.1. In the event of a suspension/termination pursuant to 16.2, Asynq shall notify the User of the effective date of suspension or the effective date of termination via the Portal or such other means as Asynq may determine.
- 18.2. Subject at all times to clause 19, any UX Tokens held in the suspended or terminated Account will be transferred back to the User within sixty days of the issuance of the applicable suspension or termination notice (as applicable).
- 18.3. The User acknowledges and agrees that any transfer will only be in the form of Tokens (not any other form of economic value) unless agreed otherwise by Asynq and as such the User is responsible for obtaining a wallet or other form of e-account that facilitates the holding of Tokens.

## **19. LIEN AND RIGHTS OF SET-OFF**

- 19.1. The User acknowledges and agrees that Asynq can use the balance of UX Tokens held in the suspended account to offset any loss arising to Asynq or any of its Affiliates in connection with any breach/es of these Portal Terms or any Controlling Terms.
- 19.2. In addition to any lien, rights of set-off and any other rights to which Asynq may be entitled under any applicable law, each User grants Asynq, and Asynq shall have, a general lien over the UX Tokens in the relevant Account in respect of all sums properly due and payable to Asynq by the User (whether actual, contingent, present or future) or to Affiliate of Asynq by the User under these Portal Terms or other Controlling Terms including the repayment of any loss arising from a breach/es of these Portal Terms or any Controlling Terms.
- 19.3. Notwithstanding any other provision of these Portal Terms or other Controlling Terms, and without prejudice to any right or power which Asynq might have otherwise than under these Portal Terms or other Controlling Terms, Asynq shall not be obliged to act upon instructions (including the delivery of any UX Tokens to any person) and may withhold redelivery to the User or to the User's order of any or all UX Tokens until all the amounts due and owing to Asynq have been paid in full. If any obligation is unliquidated or unascertained, Asynq may set off an amount estimated by it in good faith to be the amount of that obligation.
- 19.4. Without prejudice to any other right or remedy which Asynq or any Affiliate of Asynq may have under the terms of these Portal Terms or other Controlling Terms or otherwise, Asynq is entitled to appropriate, sell, transfer or assign or otherwise realise the value of all or any part of the UX Tokens in such manner and at such price as Asynq may deem expedient without being responsible for any losses the User may suffer as a result and to apply the net proceeds thereof in or towards payment or discharge of any of the obligations described in this clause 19.

## **20. INDEMNITY**

- 20.1. You agree to indemnify and hold Asynq, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of your Public Content or your usage of the Portal, your Account or the Services, your breach of these Portal Terms or Asynq's Privacy Policy, or your alleged violation of any other rights of a third party.
- 20.2. In no event may you enter into any settlement or like agreement with a third party that affects Asynq's rights or binds Asynq in any way, without the prior written consent of Asynq.

## **21. EXCLUSION OF SOFTWARE WARRANTIES**

- 21.1. The Portal, other users' Public Content, Asynq Content, the Account and Services are being provided to you AS IS. To the fullest extent allowable by law, Asynq does not guarantee or warrant any features or qualities of the Portal, other users' Public Content, Asynq Content or Services or give any undertaking with regard to any other quality. Statements and explanations to the Portal, other users' Public Content, Asynq Content or Services in promotional material or on the Portal are made for explanatory purposes only; they are not meant to constitute any guarantee or warranty of certain features.
- 21.2. No warranty or undertaking shall be implied by a user from any published Asynq description of or advertisement except to the extent Asynq has expressly confirmed such warranty or undertaking in writing. Warranties are validly given only with the express written confirmation of Asynq's management.
- 21.3. Asynq does not represent or endorse the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any (i) links to



web-pages of third parties contained on the Portal, or the content obtainable on such web-pages or (ii) information provided by third parties on the Portal. Asynq only reviews whether the content of such web-page at the time it was linked, and information provided by third parties on the Portal evidently contains illegal contents or infringements against intellectual property rights.

- 21.4. Asynq will not permanently control and/or review the linked web-pages and the information provided by third parties but upon sufficiently proven indication will remove the respective link and/or information. Asynq shall not be liable for damages caused by the use of the content and/or information, unless such damages have been caused by Asynq's wilful misconduct, gross negligence or Asynq's failure to fulfil its duty to review as stipulated herein.

## **22. LIMITATION OF LIABILITY**

- 22.1. Asynq will not be liable or responsible in any way for any Public Content posted on or linked from the Portal including, but not limited to, any errors or omissions in Public Content, or for any losses or damage of any kind incurred as a result of the use of or reliance on any Public Content.

- 22.2. **TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, ASYNQ AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS ARE NOT LIABLE TO ANY USER OF THE PORTAL FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ASYNQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PORTAL, ASYNQ CONTENT OR THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE ANY SOFTWARE, PUBLIC CONTENT, ASYNQ CONTENT OR SERVICES PURCHASED OR OBTAINED DURING TRANSACTIONS CONDUCTED ON THE PORTAL; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS, MESSAGES, OR CONDUCT OF ANY THIRD PARTY ON THE PORTAL; OR (v) ANY OTHER MATTER RELATING TO THE PORTAL OR SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS SHALL NOT APPLY IN CASE OF MALICIOUS INTENT OR GROSS NEGLIGENCE BY ASYNQ AND IN CASE OF ASYNQ'S STATUTORY LIABILITY FOR PERSONAL INJURY AND DEFECTIVE PRODUCTS.**

## **23. NOTICES**

- 23.1. You consent to receive notices by email and agree that any such notices that Asynq sends you electronically will satisfy any legal communication requirements. A party may change its email address by giving the other written notice of the same.

## **24. SURVIVAL**

- 24.1. Your confidentiality obligations hereunder shall survive termination of your use of the Portal. Upon any termination of your use of the Portal, or Asynq's written request, you must cease use of Confidential Information, and/or Services and return or destroy all Confidential Information in your possession or control.

## **25. SEVERABILITY**

- 25.1. If a court of competent jurisdiction finds any clause of the Portal Terms to be unenforceable for any reason, that clause of the Portal Terms shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Portal Terms shall continue in full force and effect.

**26. WAIVER AND CONSTRUCTION**

- 26.1. Failure by Asynq to enforce any provision of the Portal Terms shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to the Portal Terms. Section headings are for convenience only and are not to be considered in construing or interpreting the Portal Terms.

**27. GOVERNING LAW; DISPUTE RESOLUTION**

- 27.1. The Portal Terms will be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflicts of laws.
- 27.2. For the benefit of Asynq, and subject to clause 27.3, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with these Portal Terms and any Controlling Terms, including any question regarding their existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the courts of England and Wales.
- 27.3. Nothing in this clause limits the right of Asynq to bring proceedings, including third party proceedings, against you in any other court of competent jurisdiction, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.