

## **WEBSITE TERMS AND CONDITION OF USE**

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### **1. Acceptance of Terms and Conditions of Use.**

BY ACCESSING, USING OR REGISTERING FOR USE OF THE SITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (SOMETIMES CALLED "THIS AGREEMENT"), INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND EXCLUSION OF DAMAGES PROVISIONS BELOW. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS OF USE, DO NOT USE THE SITE AND PLEASE EXIT NOW.

We use all reasonable efforts to keep the data accurate; however, information and materials made available by us are not warranted to be free of errors, other deficiencies or potential interruptions.

This Agreement constitutes the sole and entire agreement between you and us, and supersedes all other oral or written agreements, representations, warranties or understandings, with respect to the Site, the content, products and services provided by or through the Site, and the subject matter of this Agreement. We may amend this Agreement at any time without notice to you. The latest Agreement will be posted on the Site, and shall become effective immediately upon posting. You must review this Agreement prior to using the Site. Your use of the Site following any amendment shall be deemed to be your unconditional acceptance of the amended Agreement.

### **2. Information Not a Substitute For Conferring with Aviarena Trading B.V..**

The Site and any information provided on the Site are not intended to constitute and you agree that they do not constitute, the furnishing of services in any jurisdiction. The Site and any information provided on or through the Site is not targeted to users in any particular locality, nor is the Site intended to constitute, and you agree that it does not constitute, doing business in any jurisdiction or the solicitation of business anywhere by us or any of our respective parents, subsidiaries or affiliates, nor does the Site constitute any contacts with any jurisdiction outside The Netherlands.

### **3. Information on the Site.**

We use reasonable efforts to include accurate and up-to-date information on the Site. However, we make no warranties, representations or assurances as to the accuracy or completeness of the information. Because we are under no obligation to update this Site, some of the information on the Site may not be current. The information contained within press releases issued by us should not be deemed accurate or current except as to the date of the release. We specifically disclaim any duty to update the information in the press releases. To the extent that the information therein is forward-looking, it is intended to fit within the safe harbor for forward looking statements, and is not subject to material risk. We assume no liability or responsibility for any inaccuracies, errors or omissions in the contents of the Site.

### **4. Permitted Use and Copying of Content.**

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## **5. Transmittal of Information; E-mail.**

Please understand that all information submitted on the Site might potentially be publicly accessible. We are not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network provider that you may use. Any communication or material you transmit to the Site through electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as non-confidential and non-proprietary. Anything you transmit may be compiled and used by us or our affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting, subject to the limitations contained in the Privacy Policy. Furthermore, we are free to compile and use any ideas, concepts, know-how or techniques contained in any communication you send to the Site for any purpose whatsoever, including developing, manufacturing and marketing products or services using such information.

You shall remain solely liable for the content of any messages or other information you upload or transmit to this Site, including any discussion forums or interactive areas of the Site. You agree to indemnify and hold us harmless from any claim, action, demand, loss, or damages (including attorney's fees) made or incurred by third parties arising out of or relating to your use of the site or conduct related to the site.

Should you elect to submit any information to us through the Site, please be aware that this information and material may be accessed, used, copied, distributed and adapted by Aviarena Trading B.V. (and its host providers) without liability, prior consent or restriction. You are responsible for making sure all information and materials that you originate or require are properly backed up so you have ready access thereto in the event of loss, corruption or interruption.

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## **8. Warranty Disclaimers.**

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### **9. Exclusion of Damages; Limitation of Liability.**

IN NO EVENT SHALL AVIARENA TRADING B.V. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST SAVINGS, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR DATA OR ANY OTHER PECUNIARY LOSS, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE ARISING, OUT OF OR RELATING TO YOUR USE OF OR ACCESS TO THE SITE OR YOUR INABILITY TO USE OR ACCESS THE SITE OR YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEES OR OTHER AMOUNTS YOU ACTUALLY PAID FOR ANY GOODS, SERVICES OR INFORMATION FROM OR THROUGH YOUR USE OF THE SITE. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US, AND THIS SITE AND THE INFORMATION AND BENEFITS YOU RECEIVE FROM IT WOULD NOT BE PROVIDED WITHOUT THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR ANY THIRD PARTY THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY AND SPECIFICALLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF LIABILITY OR EXCLUSION OF DAMAGES PROVIDED ABOVE. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. Any claim or cause of action you have against us involving or relating to the Site (and any information, products or services related thereto or your use thereof) must be commenced within one (1) year after the date such claim or cause of action arose or be forever waived and barred.

IF THE LIMITATIONS OF LIABILITY OR THE EXCLUSIONS OF DAMAGES SET FORTH HEREIN IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE YOU ACTUALLY PAID FOR ANY GOODS, SERVICES OR INFORMATION FROM US.

### **10. Indemnity.**

You agree to fully indemnify and hold us and our parent, subsidiaries and affiliates, and our successors, assigns and licensees, together with their respective officers, directors and employees, harmless from and against any damages, losses, liabilities, claims, judgments, suits, actions, costs or expenses (including reasonable attorneys' and experts' fees and expenses), arising out of or related to any claim by you or a third party relating to your use of the Site, or any breach or violation by you of this Agreement or any other term or condition contained on the Site.

### **11. Remedies for Breach; Illegality.**

In the event we determine, in our sole and absolute discretion, that you have breached or violated any agreement, term or condition set forth in this Agreement or the Site, then, in addition to and not in lieu or limitation of any other right or remedy we may have, we may: advise you that you have violated this Agreement; delete or remove any communications or content furnished or posted by you to the Site; discontinue your registration and remove you as a registered member; block your access to the Site; notify and/or send communications or content to and cooperate with applicable law enforcement authorities; and/or take any other action we deem appropriate.

If you are located in any jurisdiction in the world where the common, statutory, regulatory or codified law of such jurisdiction would void this Agreement in whole or in any essential part (including the exclusive jurisdiction and venue, warranty disclaimers, limitations of liability and exclusion of damages provisions) or would make accessing the Site illegal, then you are not authorized to use the Site, and, if you do, you do so entirely at your own risk.

You agree to accept sole responsibility for any use of Internet facilities conducted or permitted by you; the conduct of any business, advertising, marketing or sales in connection therewith; and any negligent or illegal act or omission of you or your agents, contractors, servants, employees, or other users.

### **12. Governing Law; Exclusive Jurisdiction; Certain Definitions.**

These Terms and Conditions of Use shall be treated as though they were executed and performed in The Netherlands and shall be governed by, construed and enforced in accordance with the laws of The Netherlands excluding such state's principles of choice of law and conflicts of laws. All legal proceedings arising out of or in connection with this Agreement or your use of the Site shall be brought exclusively in the state or superior courts of The Netherlands and you agree that venue is proper and convenient in such courts. You expressly and irrevocably submit to the exclusive personal jurisdiction of such courts and consent to extraterritorial service of process. "Including," as used in this Agreement, means for illustration but without limitation.

### **13. Miscellaneous.**

Our failure to insist on or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade usage shall act to modify any provision of this Agreement. We have the right, but not the obligation to monitor any activity and content associated with our Site. We may investigate any reported violation of our policies or complaints, and we may take any action we deem appropriate. We may assign our rights or duties under this Agreement to any party at any time without notice to you. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable by a court or other tribunal of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof which shall be enforced to the greatest extent permitted by law. To the extent that anything contained elsewhere in the Site is inconsistent with this Agreement, this Agreement shall take precedence over such other conflicting provision.

### **14. Contacting Us.**

If you have any questions about these Terms and Conditions of Use, the practices of this Site, or your dealings with this Site, please contact us at [www.aviarena.com](http://www.aviarena.com).