

Terms and Conditions of Purchase

PLEASE READ THESE TERMS AND CONDITIONS OF PURCHASE OF DREAMBIT CARD (THE “**TERMS**”) CAREFULLY BEFORE USING IT

§ 1

Acceptance of the Terms

1. These terms and conditions of purchase of Dreambit Card are entered into by and between you and **BitSpeed OÜ**, a private limited company duly organized and validly existing under the laws of Estonia, at the address: Harju maakond, Tallinn, Kesklinna linnaosa, Pärnu mnt 158, 11317, (“**Company**”, “**we**” or “**us**”).
2. The following terms and conditions, together with any documents they expressly incorporate by reference (jointly, these “**Terms**”), govern sales and pre-sales of the Dreambit Card and your access to and use of www.mydreambit.com, (the “**Website**”), including the associated Dreambit application (the “**Application**”) and your access to and use of any media, analytics, content, functionality and services offered on or through the Website and Application, and your access to and use of all and any related sites and services.
3. The Website, the Application, and all and any other media, analytics, content, functionality, products and services offered by us or through us, are referred to as the “**Product**”.
4. Please read the Terms carefully before you start to use the Website and any Product. By using the Website or any Product or by clicking to accept or agree to the Terms when this option is made available to you, you acknowledge that you have read, understood, and agreed to be bound and abide by the Terms.
5. We may change the format and content of the Website and the Products from time to time without noticing you. Any such changes with respect to your use of the Application will take effect immediately when posted on our Website or on our Application. Your continued use of the Application following any such change will signify your acceptance to be bound by the then current Terms. You are expected to check our Website frequently, so you are aware of any changes, as they are binding on you.
6. You agree that your use of the Website and the Products is on an 'as is' and 'as available' basis and is at your sole risk. Whilst we try to make sure that all information contained in the Website and any Products (other than any user-generated content) is correct, it is not, and it is not intended to be, any authority or advice on which any reliance should be placed.
7. If you do not agree to these Terms or any modifications to these Terms, you must not access or use the Website and any Products or the Application or access or use any Product.
8. Failure or delay by the Application in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any rights.
9. If you have any questions or comments related to these Terms, please send us a message at support@mydreambit.com . If you do not agree to the Terms or any modifications to the Terms, you should not use our Products.

§ 2

Who may use our Products

1. The Website is offered and available to users who are of legal age (i) in Estonia (18 years or older) and (ii) in the users' jurisdiction or place of residence. By using the Website and any Products, you represent and warrant that you (i) are 18 years of age or older, (ii) are of legal age in your jurisdiction or place of residence, (iii) not barred to use the Website and any Products under any applicable law, order, directive, regulation, or sanction list and (iii) are using the Website and any Products only for a lawful purpose.
2. If you are using our Website or Products on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such legal entity to act on its behalf.
3. You can only use our Products if permitted under the laws of your jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. By using the Application, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use the Applications, however, and we reserve the right to change our eligibility criteria at any time.
4. If you do not meet these requirements, you must not access or use the Website and any Products.

§ 3

Sales of Dreambit Card

1. The seller of Dreambit Card is the Company, i.e. BitSpeed OÜ, a private limited company duly organized and validly existing under the laws of Republic of Estonia, at the address: Harju maakond, Tallinn, Kesklinna linnaosa, Pärnu mnt 158, 11317.
2. The issuer of the card is Crypterium AS Crypterium AS, a public limited company creating and existing under the laws of the Republic of Estonia, at the address: Harju maakond, Tallinn, Kesklinna linnaosa, A. Lauteri tn 5, 10114 (hereinafter referred to as "Crypterium"), which cooperates in this process with its business partners, including companies from VISA group, jointly hereinafter referred to as "Crypterium and/or its Business Partners".
3. The contract of sales between you and the Company shall be concluded at the moment of activation of Dreambit Card by you, which is the last step in a few stages process of purchase of the card.
4. The sales of Dreambit Cards shall be launched by the Company in January 2021.

§ 4

Pre-Sales of Dreambit Card

1. Before official launch of sales of Dreambit Cards made by the Company, starting from December 29th, 2020 it is possible to take part in the Pre-Sales of Dreambit Cards.
2. Similarly as in case of the regular sales of Dreambit Cards, the pre-sales of Dreambit Card will result in concluding a contract of sales between you and the Company at the moment of activation of Dreambit Card by you, which is the last step in a few stages process of purchase of the card.

§ 5

Redeem Code, KYC and activation of Dreambit Card

1. As soon as you place a purchase order regarding Dreambit Card, you will be verified by us whether you are a member of Mining City community and if you are, we will send you by e-mail a special unique code which will need to be used by you in the next stage of the process of purchase of the card (the “**Redeem Code**”).
2. Usage of your Redeem Code will result in starting a few stages process of verification of you which will be run by Crypterium and/or its Business Partners. Within this verification process you will need to go through in particular Know Your Client process, Politically Exposed Person process and Anti-Money Laundering process.
3. For the purposes of the verification process as specified in § 5 section 2 of these Terms you will be obliged to provide a photo of your face and of valid ID documents, like an ID card and/or a passport.
4. In case you will pass the whole verification process as specified in § 5 section 2 of these Terms, you will be entitled to activate your Dreambit Card and start using it.

§ 6

Resignation from purchase of Dreambit Card and Refund of purchase price

1. You are entitled to resign from purchase of Dreambit Card within 14 (fourteen) days from the day of activation of the card at the latest, with the right to receive a full refund of the purchase price you paid for the card. In order to do it you must:
 - a) send an email to us at support@mydreambit.com, not later than within the 14-day period of time, informing us about your resignation from purchase of the card and
 - b) if you received the card, you must send the card back to us, on your own cost, at the following address:
BitSpeed OÜ
Harju maakond, Tallinn
Kesklinna linnaosa, Pärnu mnt 158, 11317
Estonia.
2. In case the card was already sent by us to you, the refund of the purchase price will take place only if you sent the card back to us at the Company’s address as specified in § 6 section 1 of these Terms.
3. A full refund of the purchase price shall take place also in case:
 - a) you will not pass the verification process as specified in § 5 section 2 of these Terms
or

- b) you will not start the verification process as specified in § 5 section 2 of these Terms at all and you will declare to us your resignation from purchase of the card.

§ 7

Your responsibilities

1. You represent and warrant that any information you provide via the Products is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any FIAT or tokens transaction initiated via the Products. We strongly encourage you to review your transaction details carefully before attempting to transfer FIAT or any tokens.
2. When you start using the Application you will be fully responsible for any and all activities that occur under your account.
3. You agree to immediately notify us of any unauthorized use of your password, account, or any other breach of security, however we will not be liable for any loss or damage arising from your failure to comply with this respect.
4. You must ensure that you have an adequate balance in your Wallet and/or gas to complete transactions before initiating a transaction. You acknowledge and agree that we will not be liable for any failed transactions due to insufficient funds or gas associated with your Wallet account.
5. It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted transaction details for via the Products, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any tokens-related transactions.
6. If, to the extent permitted by the Application, you grant express permission to a third party to access or connect to your Wallet account, either through the third party's product or service or through the Application, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You are fully responsible for all acts or omissions of any third party with access to your Wallet account.
7. You are responsible for:
 - a) making all arrangements necessary for you to have access to the Website and any Products;
 - b) ensuring that all persons who access the Website and any Products through your internet connection are aware of these Terms and comply with them.
8. To access a Website or some of the resources it offers (including Products), you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register using a Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our privacy policy, and you consent to all actions we take with respect to your information consistent with our privacy policy.

9. You should use caution when inputting personal information on to the Website on a public or shared computer so that others are not able to view or record your personal information.

§ 8

Copyrights and License

1. The Website and any Products and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
2. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website and any Products, except as follows:
 - a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
 - b) you may store files that are automatically cached by your web browser for display enhancement purposes;
 - c) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
3. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
4. You must not:
 - a) modify copies of any materials from this Website or the Application;
 - b) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website or the Application;
 - c) access or use for any commercial purposes any part of the Website or any services or materials available through the Website and any Products.
5. If you wish to make any use of materials on the Website or in any Products other than that set out in this section, please address your request to: support@mydreambit.com
6. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website and any Products in breach of the Terms, your right to use the Website and any Products will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any Products or any content on the Website or any Products is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.
7. When using our Products, you may not:

- a) use our Products to break the law,
- b) use or attempt to use another user's Wallet / account without authorization or use our Products in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying it;
- c) distribute any virus or other harmful computer code through our Application;
- d) take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure;
- e) attempt to circumvent our security (you may not bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the Products including, without limitation, other accounts, computer systems, or networks connected to the Products.

§ 9

Limitation of liability & disclaimer of warranties

1. The information presented on or through the Website and any Products is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
2. The Website and any Products may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
3. The Website and the Products are not in any manner or in any form or part intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction. We do not accept any liability (regardless of how it might arise) for any claim or loss arising from:
 - a) any advice given;
 - b) any investment or other decision made; or
 - c) any transaction made or effected;in reliance on, or based on, any information on the Website or in any of the Products, nor do we accept any liability arising from any other use of, or reliance on, the Products.
4. We do not enter into any terms or make any representations as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Website and the Products and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or

damage of any kind incurred as a result of you or anyone else using the Website and any Products or relying on any of its content.

5. We cannot and do not guarantee that any content of the Website and any Product will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including antivirus and other security checks) to satisfy your requirements as to the safety and reliability of content.
6. You release us from all liability related to any losses, damages, or claims arising from:
 - a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Wallet addresses or bank account numbers;
 - b) server failure or data loss;
 - c) unauthorized access to your Wallet / account through the Application;
 - d) bugs or other errors in the Application software; and
 - e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against the Application.
7. We make no representations concerning any third party content contained in or accessed through our Products. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.
8. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.
9. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any websites linked to it. Your use of the Website, their content and any services or items obtained through the Website is at your own risk. The Website, its content and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. Without limiting the foregoing, neither the Company nor anyone related to or associated with the Company represents or warrants that our Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Website or the server that makes it available are free of viruses or other harmful components or that such Website or any services or items obtained through such Website will otherwise meet your needs or expectations.

10. The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, noninfringement and fitness for particular purpose.
11. Some jurisdictions do not allow exclusion of warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to you in their entirety, but will apply to the maximum extent permitted by applicable law.
12. In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, of our Website, or any websites linked to them, any content on the Website or such other websites or any services or items obtained through our Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law (which may include fraud).
13. The Company will not be liable for any loss or damage arising from any use of your account by you or by any third party (whether or not authorized by you) including but not limited to cyber attacks, unauthorized access by any third party.

§ 10

Indemnification

1. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website or any Products, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

§ 11

Time limitation on claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

§ 12

Privacy protection

1. We process your personal data in accordance with the General Data Protection Regulation, i.e. the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as "GDPR".
2. The data controller of your personal data is the Company. You may contact us by e-mail at support@mydreambit.com
3. We collect information that you provide directly to us when you contact us by sending an e-mail to us. Additionally we collect certain technical information using cookies to help us operate and provide our services to you. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our website.
4. Our website and services are directed to adults. Our services are not intended for children under relevant age of majority, and we do not knowingly collect personal data from children under that age. If you are under the age of majority, you are not permitted to submit any personal data to us.
5. We may use your personal data and technical information we collect, as described to you at the time of collection, for the following purposes:
 - a) providing, operating and maintaining our services;
 - b) improving and evaluating our services;
 - c) developing new features, products or services;
 - d) customer service and support;
 - e) tailoring and personalizing the content we provide you, including marketing, promotional and sponsored content and advertising within the services;
 - f) marketing and communications (like contacting you directly about your use of an account or a service for which you are registered; providing you with information about products or services, from us or third parties that may interest you; serving advertisements to you; and responding to your requests, feedback or questions);
 - g) research and analytics as regards how you interact with our services, including to monitor usage and activity trends and for statistical purposes; creating reports; measuring or understanding the effectiveness of content, communications, our website visits, web traffic, our services, or advertising we or our clients serve to you, and to deliver relevant advertising to you;
 - h) legal compliance in order to comply with laws, regulations and requests from law enforcement or other governmental entities; carrying out our obligations and enforce our rights arising from any contracts; and using as evidence for litigation purposes;
 - i) protecting rights, property and interests of ours or any relevant third party; investigating, preventing or otherwise addressing activity that we, in our sole discretion, may consider to be or pose a risk of being, an illegal, unethical, or legally questionable activity.

- j) We may also create aggregate or anonymous information about your and other users' use of our services for purposes similar to those listed above.
6. Your personal data will be used by us in a way the law allows us to. The legal basis for the processing of your personal data is accordingly:
- a) Article 6(1)(b) of GDPR – i.e. processing is necessary for the performance of a contract we are about to enter into or have entered into with you;
 - b) Article 6(1)(a) GDPR - i.e. your consent to the processing of your personal data for one or more specific purposes;
 - c) Article 6(1)(f) of GDPR - i.e. processing is necessary for the purposes resulting from legitimate interests pursued by us or by a third party, which are the performance of a contract we are about to enter into or have entered into with a relevant third party, as well as the establishment, investigation or defense of legal claims resulting from or related to our contractual relations with you or a relevant third party (it should be stressed that we make sure that we consider and balance any potential negative impact on you and your rights before we process your personal data for our legitimate interests; we do not use your personal data for activities where our interests are overridden by the impact on you) and/or
 - d) Article 6(1)(c) of GDPR - i.e. processing is necessary to fulfil the legal obligation imposed on us as the Data Controller.
7. The security of your personal data is very important to us. That is why we have implemented administrative, technical and physical safeguards designed to protect your personal data against theft or misuse. Unfortunately, no system, safeguards or procedures can guarantee complete security of your information. As a result, while we strive to protect your personal data from unauthorized third parties access, we cannot ensure or warrant the security of such data. Thus, your use of our Website, services and communications with us is at your own risk. You are responsible for protecting the data and for the security of information that you transmit to us over the Internet.
8. We may share your personal data as follows:
- a) with our subsidiaries and affiliates, including any future ones;
 - b) with our service providers and sub-contractors to the extent reasonably necessary to enable us to provide our services;
 - c) with a third party with whom we must legally share information about you;
 - d) with other third parties with your express consent;
 - e) to comply with any court order, law or legal process, including to respond to any government or regulatory request;
 - f) to investigate potential unauthorized access or misuse of our services or otherwise enforce or apply our terms of use and other agreements;
 - g) to protect our assets or rights, including, but not limited to, for billing and collection purposes;
 - h) if we believe disclosure is necessary or appropriate to protect rights, property or safety of ours or our customers or third parties, including exchanging information with other companies and organizations for the purposes of fraud protection and/or any illegal activities; and
 - i) with any other entity disclosed by us when you provide the data.

- j) We may also share aggregate or anonymous data for marketing, advertising, research, compliance, or other purposes.
9. As our business activity is worldwide we may share your personal data with entities cooperating with us around the world. Given that we are an organization of international scope of activity, this may involve transferring your personal data outside of the EEA. Where your personal data is transferred outside of the EEA, we take appropriate measures to ensure that recipients properly protect the personal data. In particular, these measures include:
- a) for entities based in the United States - signing with them standard contractual clauses approved by the European Commission or ensuring that they join the EU-US Privacy Shield data protection program or
 - b) for entities based in other countries outside the EEA, signing with them standard contractual clauses approved by the European Commission.
- You can obtain a copy of the above mentioned security features by contacting us at the above mentioned e-mail address for contact in matters related to data processing and data protection.
10. As your personal data is processed by us, a company acting in the European Union, you have certain rights under the GDPR. Under the conditions set out in the GDPR you have the right to:
- a) request us to access, rectify, delete or restrict the processing of your personal data;
 - b) object to the processing of your personal data;
 - c) transfer your personal data;
 - d) receive a copy of your personal data;
 - e) withdraw your consent to the processing of your personal data at any time without affecting the lawfulness of the processing that was carried out on the basis of your consent prior to its withdrawal (this applies if the processing is based on your consent);
 - f) lodge a complaint with the data protection authority at any time. We hope, however, that we would be able to resolve any concerns that you may have before you approach your data protection authority, so please do contact us in the first instance.
11. We will keep your personal data only for as long as is necessary for the purposes set out in these Terms and to fulfil our legal obligations. It means that in practice we will process your personal data no longer than until the end of the calendar year in which the longest period possible under the relevant legal regulations expires: the statute of limitations for public law liabilities or the statute of limitations for potential contractual claims that may be raised against us due to civil contractual or tort liability. We will not keep more data than we need.

§ 13 Governing law

No matter where you're located, the laws of Estonia will govern these Terms and the parties' relationship as if you signed these Terms in Estonia, without regard to Estonia's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions

will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the courts in Estonia for exclusive jurisdiction of any dispute arising out of or related to your use of the Products or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

§ 14 Termination

In the event of termination concerning your license to use the Application, your obligations under these Terms will still continue. Your access to the funds in your Wallet after termination will depend on your access to your backup of your Wallet address and private key.

§ 15 Discontinuance of services

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Products. You are solely responsible for storing outside of the Products a backup of your Wallet address and private key pair that is associated with it. Maintaining an external backup of your Wallet address and private key pairs associated with your Wallet will allow you to access and fully restore your Wallet at any time without cost or loss of the user's tokens. If you do not maintain a backup of your Wallet data and private key pair that is associated with it outside of the Products, you will not be able to access the tokens associated with your Wallet. We shall not be held responsible or liable for any loss of tokens in the event that we discontinue or depreciate the Products.

§ 16 No waiver

Our failure to exercise or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

§ 17 Waiver and severability

No waiver of the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If it turns out that any part of these Terms is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or

eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms.

§ 18
Force majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

§ 19
Assignment

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

§ 20
Entire agreement

The Terms constitute the sole and entire agreement between you and us with respect to the Website and the Products and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.