

## AGM@Convene Terms of Service

**Posted: May 19, 2020**

**Effective: May 19, 2020**

Once accepted, these terms and conditions of service (these "**Terms**") forms a contract ("**Contract**") between you and us that governs your access and use of the AGM@Convene services, which shall comprise (together the "**Services**"):

- (i) the AGM@Convene services or web-based online meeting solution provided by us or our affiliates for managing, conducting or participating in online meetings (such as annual general meetings), submitting, sharing and processing of data, files, or other content and live webcasting or webinar;
- (ii) Any support or maintenance services we provide in relation to the AGM@Convene solution; and
- (iii) any written or electronic use or features guides, videos or other documentation of AGM@Convene provided or made available by us or our affiliates (the "User Guides").

**BY CONTRACTING WITH US, OR BY REGISTERING FOR AN ACCOUNT, OR USING ANY OF THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO THESE TERMS AND ARE AGREEING TO BE BOUND BY AND A PARTY TO THIS BINDING CONTRACT.**

**IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THEM ON BEHALF OF YOUR COMPANY, CORPORATION, OR ANY OTHER ENTITY OR PERSON FOR WHICH/WHOM YOU PURPORT TO BE AN AGENT, EMPLOYEE OR REPRESENTATIVE (COLLECTIVELY REFERRED HEREAFTER AS "ORGANIZATION"), YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.**

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**Specifically, by contracting with us:**

- (a) you are agreeing to these Terms of Service for and on behalf of the Customer Account Holder (defined below) and represent and warrant to us that you have the authority to bind the Customer Account Holder to these Terms (in which event, "you" and "your" will refer to the Customer Account Holder);
- (b) you agree that your End Users' use of the Services in relation to the Event (defined below) will be governed by our Contract;
- (c) you agree that you have obtained from your End Users any consent including but is not limited to collection and processing of their personal data as required in these Terms or which is necessary to allow us to provide the Services, otherwise you must not set up or provide any account for these End Users to use our Services;
- (d) you may use the Services only in compliance with these Terms and only if you have the power to form a contract with us and are not barred under any applicable laws from doing so;
- (e) your use of the Services shall be exclusively governed by these Terms and the policies referred to or incorporated herein and its future amendments, except where any separate agreement governing your AGM@Convene business account, validly entered into between yourself and us, expressly provides that it supersedes or prevails over these Terms. In such case, the separate agreement shall govern your use of the services; and
- (f) In the event that a separate agreement was validly executed, but which does not expressly provide that it supersedes these Terms, it is agreed and understood that your use of the Services shall continue to be governed by these Terms, and that these terms shall prevail in case of contradictions or inconsistencies.

**Customer Account Holders' End Users:** Your End Users include both Event End User Account holders and Personal End User Account holders whom you have invited or approved to participate in your Event. If an End User is granted access to the Services by you to participate in an Event, irrespective of whether that is an Event End User Account or Personal End User Account holder:

- (a) the End User is agreeing to these Terms, and to use the Services within the bounds of our agreement with the Customer Account Holder, so far as the Event sponsored by the Customer Account Holder is concerned;
- (b) the End User agrees that for purposes of addressing legal concerns, liabilities, and data privacy concerns, he or she may be considered as member of the Customer Account Holder, and may be prohibited from claiming against us (except as part of or in the name of the Customer Account Holder);

**Please note that, to the maximum extent permitted by applicable law and except as set out in these Terms, we do not provide warranties for the Services. This contract also limits our liability to you. See clauses 12 (and its sub-clauses) and 13 for details.**

## 1. DEFINITIONS

1.1 For the purposes of these Terms,

- (a) "Affiliate" or "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) "Customer Account Holder" means the party identified in the Order Form as the customer which the Order Form is executed on behalf of, that is, you or your organization who has contracted or procured our Services;
- (c) "Content" means any information, files, materials, data or other content that you or End Users provide, submit or upload to our AGM@Convene solution for or in the course of preparing, conducting, managing, participating in or responding at an Event, excluding the data for creating and maintaining End Users' AGM@Convene accounts.
- (d) "End User" means an individual or an organization who has signed up for an AGM@Convene account with us, or one who has authorized a Customer Account Holder to cause the creation of an AGM@Convene account for him/her/it, or one who has been authorized by the Customer Account Holder to participate in an Event using the Services in whatever capacity. End Users may include, for example, the Customer Account Holder's board members, executives, employees, consultants, shareholders, representatives of its corporate shareholders, meeting observers, and other participants in whatever capacity the Customer Account Holder has authorized them to participate in the Events.
- (e) "Event" means the online meeting, series of meetings, polls, deliberation, or any other activities conducted prior to or after the actual Event and in relation thereto or as an incident thereof, such as but not limited to event registration, submission of proxy forms, approval of meeting resolutions, approval of minutes, generation of event reports, etc., or any such event organized by the Customer Account Holder and made accessible to the End Users through our Services, such as an Annual General Meeting scheduled or conducted through our Services.
- (f) "Order Form" means an ordering document or purchase agreement specifying the Services to be provided hereunder that is entered into between you and us, including any addenda and supplements thereto. By entering into an Order Form hereunder, you agree to be bound by these Terms.
- (g) "Event End User Account" means AGM@Convene account created by or for an End User working for or participating in an Event on behalf of the Customer Account Holder (such as Customer Account Holder's staff, directors), or providing services to the Customer Account Holder as a third party provider (such as company secretaries, share registrar, scrutineer, etc.), and which accounts are kept and/or controlled by the Customer Account Holder. These accounts are automatically deleted upon conclusion of our contract with the Customer Account Holder in relation to the Event for which they were created.
- (h) "Personal End User Account" means an AGM@Convene account created by or for an End User but is not an Event End User Account. The End User may be a shareholder of Customer Account Holder or member of the general public. Through this account, the End User can participate in Events to which he/she was granted permission by the Customer Account Holders hosting the said Events. These accounts shall remain until the same are deleted by



the account holder or unless otherwise terminated under the provisions of these terms and/or the End User Terms of Service.

- (i) "Site" means the AGM@Convene website(s) owned or operated by us or our affiliates, including those located at <https://www.azeusconvene.com/convene-eagm>.
- (j) "We," "we", "Us", "us", "Our" or "our" means Azeus and/or Convene company described in clause 18.1 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).
- (k) "You", "you", "Your" or "your" means the Customer Account Holder.

## 2 CHANGES TO THESE TERMS

2.1 You agree that we may change these Terms from time to time due to changes in our Services and the laws that apply to us and you. We will date and post the most current version of these Terms on our Site. If we make any changes, we will notify you by revising the "Posted" and "Effective" dates at the top of these Terms and in some cases, where appropriate, we may provide you with additional notices (such as adding a statement to our homepage or sending you an email notification). Any changes will be effective upon the "Effective" date indicated at the top of the revised Terms, or upon posting the revised version of these Terms if no "Effective" date is specified.

2.2 If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Services and/or by email to the email address associated with your account. Notice of other changes may be provided on the Site or related Convene blogs. We therefore encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated.

2.3 If we do update these Terms and you do not agree to the updated Terms, you shall be free to decide whether to accept the terms or stop using the Services. You can deactivate your account with us at any time by sending an email request to [support@conveneagm.com](mailto:support@conveneagm.com).

**2.4 Your continued access or use of any portion of the Services constitutes your acceptance of such changes. If you do not agree to any of the changes, we are not obligated to keep providing the Services, and you must cancel and stop using the Services.**

## 3. ACCESS TO THE SERVICE

3.1 As the Customer Account Holder, your End Users (which can include Event End User Account holders as well as Personal End User Account holders whom you invited or approved to attend the Event) will be given access to the Event in accordance with our Contract or upon your specific instructions, and in strict compliance to these Terms. Their use of the Services for such Event will also be governed by the AGM@Convene End User Terms of Service (accessible at <https://www.azeusconvene.com/convene-eagm/end-user-terms>). You do not obtain any other right or interest in Convene or the Services.

3.2 If and to the extent required within the express scope of the Services contracted, we use commercially reasonable efforts to make the Services available to your End Users subject to each End User's acceptance of these Terms and the End User Terms of Service and their ability to access via internet, and operate the Services on a compatible device.

3.3 You shall ensure that your End Users comply with these Terms of Service and the End User Terms of Service and that you shall be liable for the acts and omissions of your End Users during the Event, as though they were your acts or omissions.

3.4 You acknowledge that we shall not be responsible for:

- (a) sourcing, procuring or managing the relationship of your End Users unless specifically agreed within the Contract; or
- (b) verifying the integrity, accuracy, reliability, quality or legality of any data, or personal data of your End Users, or any Event content.

## 4. ELECTRONIC COMMUNICATIONS AND SOLICITATION

4.1 By contracting with us and registering for an AGM@Convene Account or by accessing the Services, you understand that we may use your email address, to send you communications or data regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) where you agree, promotional information and materials regarding Convene's products and services, via electronic mail.

## 5. CONTENT AND BROADCAST TERMS

5.1 Save for the data we need to create and maintain the Personal End User Accounts, we do not claim ownership of any Content that is transmitted, stored, or processed in your account(s) and such Content is your sole responsibility as the person who created the Content or introduced it into the Services, or as the person who authorized others to create the Content or introduce it into the Services. We also do not verify or endorse the Content that you and others make available on the Service.

5.2 Where applicable, we provide functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you have shared content with may have access to your Content.

5.3 All Content concerning an Event shall be owned by the Customer Account Holder. We do not own, control or direct the use of any of such Content. Only you or the End Users you authorize, are entitled to access, retrieve and direct the use of such information. We do not directly access such information or data except as authorized by you or as necessary to provide Services to you.

5.4 You represent and warrant that: (a) you have all the rights to the Content necessary for you to use the Services and to grant the rights in this clause; and, (b) the storage, use or transmission of the Content does not breach any law or these Terms.

5.5 You will: (a) be solely responsible for the nature, quality and accuracy of the Content you transmit, share or upload to the Services; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; and (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices and any other notices.

5.6 We shall use reasonable skill and due care in providing the Services, but we do not guarantee or promise that any Content you may store or access through the Services will not be subject to inadvertent damage, temporary unavailability, corruption or loss. To the maximum extent permitted by law and except as set out in these Terms, we will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any Content unless it was directly due to our fault.

5.7 You must immediately notify us in writing of any unauthorized use of any (a) Content (b) any AGM@Convene account or (c) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request.

5.8 For purposes of providing Services to you, you authorize us to broadcast your live presentation as well as all other content you provide to us for broadcasting to your Event participants. It is agreed and understood that these contents shall be webcasted live using third-party webcasting solution(s) or platform(s) licensed to Convene. For this purpose, you acknowledge that the live webcast shall be subject to the quality of services of the selected third-party webcasting platform, for which we shall hold no responsibility. As such, you agree to undertake the risk and you acknowledge that we shall not be responsible for the third-party webcasting provider's fault or failure to deliver satisfactory services.

## 6. SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

6.1 We reserve the right to temporarily suspend or terminate your access to the Services, or withhold all or any part of the Services, at any time in our sole discretion, without incurring liability of any kind to you for: (a) your actual or suspected violation of these Terms; (b) your failure to pay any invoice on time; (c) your use of the Services in a manner that may cause us to have legal liability or disrupt others' use of the Services; (d) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (e) scheduled downtime and recurring downtime; (f) use of excessive storage capacity or bandwidth; (g) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (h) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving our employees), unplanned technical problems and outages, Internet service provider failure or delay, failure or service unavailability from third party providers such as hosting or webcasting solution providers, or denial of service attack. If, in our determination, the suspension might be indefinite and/or we have elected to terminate your access to the Services, we will use commercially reasonable efforts to notify you through the Services. We may also terminate the Contract for any reason by providing you 30 days' advance notice.

6.2 In connection with Clause 6.1(e), you agree that any suspension of Services during the scheduled downtime shall not be considered when determining our level of fulfillment against any service level commitment (including the percentage of service availability) we agreed with you, and if you have subscribed hosted Services, you agree that scheduled downtime can be arranged during the below hours:

- (a) 2:00 AM to 6:00 AM EST daily for customers using Services hosted in our United States servers
- (b) 2:00 AM to 6:00 AM EST daily for customers using Services hosted in our Canada servers
- (c) 2:00 AM to 7:00 AM CET daily for customers using Services hosted in our Europe servers
- (d) 12:00 AM to 5:00 AM AEST daily for customers using Services hosted in our Australia servers
- (e) 12:00 AM to 5:00 AM KSA daily for customers using Services hosted in our Middle East servers
- (f) 1:00 AM to 6:00 AM SGT daily for customers using Services hosted in our Asia servers

6.3 You acknowledge that if your access to the Services is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

6.4 You shall export any data you require from the Services before termination of the Contract. Upon termination, we will have no obligation to maintain any data stored in your account.

6.5 If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

6.6 On termination for any reason:

- (a) all rights granted to you under the Contract shall cease;
- (b) you and your End Users shall cease all activities authorized by the Contract;
- (c) you shall immediately pay to us any sums due to us under the Contract; and
- (d) you and your End Users shall immediately destroy or return to us (at our option) all copies of the User Guides then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## 7. ACCEPTABLE USE

7.1 You shall ensure that the number of End Users authorized to use the Services at any time does not exceed the number you have been granted or have purchased.

7.2 Notwithstanding anything to the contrary in Contract, only the End Users may utilize the Services and they shall not allow a third party to have access to or otherwise use the Services. In particular, you agree that you, your affiliates and your End

Users will not allow usage of the Services by unrelated third parties who seek to build a competing product or service, or competitors who sell product or service similar to ours. You further agree to confess judgment and to be jointly and severally bound with such unrelated third parties, in case of above-explained fraudulent use of the Services and may therefore face legal action as a result thereof.

7.3 You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organization, or us and/or to build a similar service or website. You must not: damage, disable, overburden, or impair the Service (or any network connected to the Services); resell or redistribute the Services or any part of it; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or Services (such as a bot, a spider, or periodic caching of information stored by us) to access or use the Services.

7.4 In addition, you promise that you will not and will not encourage or assist any third party to:

- (a) copy, reproduce, modify, alter, tamper with, repair or otherwise create derivative works of our products and services;
- (b) reverse engineer, disassemble or decompile our Services, or attempt to discover or recreate the source code used to provide or access the Services;
- (c) use the Service in any manner or for any purpose other than as expressly permitted by these Terms, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service ("Policies");
- (d) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- (e) remove, obscure or alter any proprietary rights notice pertaining to the Services;
- (f) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
- (g) use the Services in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Services could lead to death, personal injury, or physical property or environmental damage;
- (h) use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Convene unless your account is subject to a business subscription; (iv) store or transmit inappropriate Content, such as Content: (a) containing unlawful, defamatory, threatening, pornographic, abusive, libellous or otherwise objectionable material of any kind or nature, (b) containing any material that encourages conduct that could constitute a criminal offence, or (c) that infringes the intellectual property rights or rights to the publicity or privacy of others; (d) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (e) abuse, harass, stalk or otherwise violate the legal rights of a third party;
- (i) interfere with or disrupt servers or networks used by us to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of the Services;
- (j) access or attempt to access Convene's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
- (k) cause, in our sole discretion, inordinate burden on the Service or Convene's system resources or capacity; or
- (l) share passwords or other access information or devices or otherwise authorize any third party to access or use the Services.

7.5 You agree that you, your affiliates or any other agent, consultant, or party acting for on your behalf, or on behalf of your affiliates who or which have been granted access to the Services by you, and your Event End User Account holders, will not, either directly or indirectly, create, copy, produce, reproduce, or supply products or services which are similar to, or are in competition with the Services during the term of this Contract and for a period of two years after expiry of this Contract, regardless of whether those products or services are for commercial purposes or for use within your or their organization(s).

## 8. UPDATES AND CHANGES TO THE SERVICE

8.1 We may update or make changes to the Services from time to time. We reserve the right, in our sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time.

8.2 We may post on the Site and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Services. It is your responsibility to check your email address and/or primary email address registered with Convene for any such notices. You agree that we shall not be liable to you or any third party for any modification, cessation or discontinuation of the Services.

8.3 If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

## 9. THIRD PARTY SERVICES AND CONTENT

9.1 All transactions you make using the Services are between the relevant transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge and agree that we are not responsible for such content or services. We are not an agent of any such transacting parties, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third party content you access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content.

9.2 We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

**9.3 You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services.**

9.4 Should you have any problems resulting from your use of any third party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

## 10. PROPRIETARY RIGHTS

10.1 As between us and you, we or our affiliates or our licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items we used to provide the Services (including all intellectual property rights therein), other than the rights explicitly granted to you to use the Services in accordance with this Terms. No title or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. You acknowledge that all intellectual property rights embodied in the Services and any bespoke development shall be, and shall remain, the sole property of us, our affiliates or our licensors (as the case may be). All rights not explicitly granted to you are reserved by us. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Services) (collectively, "**Feedback**"), you hereby grant to us a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

10.2 All right, title and interest (including all intellectual property rights therein) in the Event content, live video production, or data you supply to us for our delivery of the Services as well as all Content in relation to the Event (the "Customer Materials") shall be owned by and remain vested in you (or your licensors).

10.3 You grant to us a non-exclusive, universal, and royalty-free license to use Customer Materials (and including a right to sub-license) for the exclusive purpose of providing the Services and performing our obligations under this Contract.

## 11. PRIVACY AND DATA SECURITY

**11.1 Use of Data :** In order to operate and provide the Services, we collect certain personal information and data about you. As part of the Services, we may also automatically upload information about your computer or device, your use of the Services, and the performance of the Services.

**11.2 Data Processing :** Save for the personal data for creating and maintaining the Personal End User Accounts in which case we are the "data controller", if we process any personal data on your behalf when performing our obligations under the Contract, the parties record their intention that you shall at all times be the "data controller" and we shall be a "data processor" and in any such case we shall process such personal data in accordance with these Terms and any lawful instructions reasonably given by you from time to time, and in all cases, subject to our Convene eAGM Privacy Policy accessible at <http://www.azeusconvene.com/convene-eagm/privacypolicy/> and applicable law.

11.3 You and your End Users represent, warrant and undertake that, where you have supplied us with personal data of your End Users, or have authorized us to collect said data:

- (a) You have obtained from said persons and/or End Users sufficient consents in order for us and any relevant third parties to be able to lawfully process their personal data in accordance with this Contract and applicable data protection laws;
- (b) That in collecting, processing and supplying such personal information, you have complied with applicable data protection laws and all other applicable laws and regulations; and
- (c) That receipt or use of such personal data by us and/or any relevant third parties in accordance with your instructions will not put us and/or any relevant third party in breach of any data protection legislation or other applicable laws or regulations, or infringe the rights of any third party and hereby indemnify us, our affiliates, officers, employees, agents, suppliers or licensors, against any loss, cost or damage arising out of any breach of any of the above representations or undertakings.

11.4 You acknowledge and agree how we collect and use your personal information as set out in our AGM@Convene Privacy Policy at <http://www.azeusconvene.com/convene-eagm/privacypolicy/> .

**11.5 European Specific Provision (When acting as a Data Processor)** - While we process any personal data on your behalf when performing our obligations under the Contract, and that you or your End Users are subject to applicable data protection laws of the European Union, the European Economic Area and/or their member states, Switzerland, or the United Kingdom such as the EU General Data Protection Regulation (GDPR) or the UK Data Protection Act 2018, the terms of the Data Processing Addendum at [www.azeusconvene.com/convene-eagm/legal/dpa/](http://www.azeusconvene.com/convene-eagm/legal/dpa/) , which are hereby incorporated by reference, shall apply.

11.6 We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect our customers or other users, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Services.

## 12. LIMITED WARRANTY AND DISCLAIMER

**12.1 Limited Warranty :** Where you are paying for the Services, we promise that we will try to operate the Services with reasonable care and skill and will use reasonable commercial efforts to promptly remedy any faults of which we are aware. We do not make any other promises or warranties about the products, or our performance of our responsibilities in these Terms.

12.2 We provide the Services "as is" and "as available". To the maximum extent permitted by applicable law and except as expressly set out in these Terms, we make no (and specifically disclaims all) representations, conditions or warranties of any



kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the Services will be uninterrupted, error-free or free of harmful components, that the Content will be secure or not otherwise lost or damaged, or any implied warranty of satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty or condition arising out of any course of performance, course of dealing or usage of trade.

12.3 Save in respect of any liability for (a) personal injury or death caused by our negligence, (b) fraud, fraudulent misrepresentation, or (c) any other liability which cannot be limited or excluded by applicable law, we shall not be liable for any damages, loss or injury arising in connection with these Terms and/or your use of, or the inability to use, the Services, or any function of the Services, howsoever caused and whether arising in contract, tort (including negligence) or otherwise.

12.4 Subject to clause 12.3 above, neither we nor any of our affiliates, officers, employees, agents, suppliers or licensors, are liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (a) misuse of the AGM@Convene account(s) granted to you, whether or not authorized by you;
- (b) access to and use of the Services, whether or not authorized by you;
- (c) access to any information through use of the Services, whether or not authorised by you; and
- (d) transmission or storage of any information and data relating to you, your End Users, the Services or transfers or transactions or dealings conducted by you or your End Users using the Services in any system, equipment or instrument of any communication network provider.

12.5 For clarity, neither we nor any of our affiliates, officers, employees, agents, suppliers or licensors, are liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

- (a) your failure to comply with the Terms and your obligations relating to the Services; and
- (b) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, or in transmitting instructions or information relating to the Services, or in connecting with the Services which is caused by third party providers such as internet service providers and video broadcast solution, and any circumstance beyond our reasonable control.

12.6 Subject to clause 12.3 above, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or its subject matter for: (a) loss of profits or revenue; (b) loss or damage to business or reputation; (c) loss of anticipated savings; (d) loss of or damage to goodwill; (e) loss of use or corruption of software, data or information unless it was directly due to our fault; (f) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term "loss" includes partial loss or reduction in value as well as complete or total loss.

12.7. While we use reasonable efforts to ensure that the services are free from viruses and other malicious content, neither we nor any other party involved in producing or delivering the Services, assume any responsibility, nor shall be liable for any damage to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, the services or your downloading of any materials, data, text, images, video or audio from the services. Except where required by applicable law, we shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Services.

12.8 You acknowledge and agree that your use of the Services is at your own discretion and sole risk and that you will be solely responsible for loss of data that results from the submission or download of such content.

12.9 Some jurisdictions do not allow the exclusion of implied warranties or conditions, in such an event such exclusion will not apply solely to the extent prohibited by applicable law.

12.10 To the maximum extent permitted by applicable law, our total liability (including any indemnity obligations) and that of our affiliates, officers, employees, agents, suppliers or licensors, arising under or in connection with the Contract, to you, as well as all your End Users collectively, shall be limited to the total fees paid by you to us for the specific use of the Services giving rise to the claim in the twelve (12) months preceding the event first giving rise to the claim under the Contract.

## 13. INDEMNIFICATION

13.1 To the extent permitted by law, you agree, at your expense, to indemnify, defend and hold us, our affiliates, officers, employees agents, suppliers or licensors harmless against any cost, loss, damage, or other liability arising from any third party demand or claim that any personal data, Content or Customer Materials provided by you, our act or services performed in accordance with your or End Users' instructions, or your use of the Services (including all actions taken under your account), in breach of these Terms: (a) infringes a third party's intellectual property right, including but without limitation a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of our actions); or, (b) violates applicable law or these Terms. We will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

## 14. PAYMENTS, REFUNDS AND CANCELLATIONS

**14.1 Unless otherwise agreed by us, you will pay fees in: (a) Pounds Sterling if you are a customer from the United Kingdom; (b) Euros if you are a customer from the European Union; (c) US Dollars, for all other customers. In addition to any fees, you may still incur charges incidental to using the Services, for example, charges for Internet access, data roaming, and other data transmission charges.**

**14.2 Amount :** The fees applicable for the Services are specified in the Order Form. You agree to pay all fees specified in the Order Form. Except as set out in this clause, you shall be responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements).

**14.3 Payment Details :** You shall provide to us approved purchase order information acceptable to us and/or relevant valid, up-to-date and complete contact and billing details, and:

- (a) if you provide approved purchase order information to us, unless otherwise agreed in the Contract, we shall invoice you upon entering into the Contract, and you shall pay each invoice within 7 days after the date of such invoice.
- (b) if you pay by credit card, unless otherwise agreed in the Contract, we shall invoice you via third party secure payment services such as PayPal and Worldpay upon entering into the Contract, and you shall pay each invoice within 7 days after the date of such invoice.

**14.4 Taxes :** Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this clause, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

**14.5 Deductions :** All sums payable under the Contract shall be free and clear of all deductions or withholdings whatsoever unless the deduction or withholding is required by law or is made in accordance with the provisions of the Contract. If any deductions or withholdings are required by law to be made from the payment of any sum, you shall pay us such sums as will, after that deduction or withholding has been made, leave us with the same amount as we would have been entitled to receive in the absence of any such requirement to make such withholding or deduction.

**14.6 Late Payment :** If we have not received payment after the due date, and without prejudice to any other rights and remedies of us, we may, without liability to you, disable your password, account and access (including all your End Users) to all or part of the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. Late payment interest shall be charged on any overdue amount at a rate of 3% above the prime lending rate of HSBC per annum or the highest rate allowed under the law, whichever is lower, on any overdue amounts. You also agree to pay us all reasonable costs and expenses of collection, including attorneys' fee, arising from late payment.

**14.7 Refunds :** Except for the situations expressly set out in these Terms, all amounts and fees are, non-cancellable, non-refundable and are exclusive of value added tax, which shall be added to our invoice(s) to you at the appropriate rate.

## 15. TERM AND RENEWAL

15.1 **Contract Term** : This Contract commences on the date you first accept it and will terminate when both parties have discharged all their contractual obligations under the Contract.

15.2 This Contract may be extended or renewed upon agreement of both parties.

## 16. EARLY TERMINATION

16.1 If you terminate this Contract before expiration of the Contract Term for any reason, you will owe us all outstanding contractual amounts due for the remainder of the Contract Term at the time of termination and hereby agree to pay any such outstanding amounts and authorize us to invoice you, as applicable, for all such outstanding amounts. The collection of such fees is not a penalty, but rather a charge to compensate us for your failure to satisfy the Contract Term committed in the applicable Order Form, on which the Services we provide or provided to you are based. Where advance payment is made, you shall not be entitled to any refund for such early termination.

16.2 If we terminate this Contract before expiration of the Contract Term without cause or for reason of our material downgrade of the functionality of the Services, we will provide you with a pro rata refund of any pre-payment. For early termination by us for other reasons such as your actual or suspected violation of the terms in this Contract, you will owe us all outstanding contractual amounts due for the remainder of the Contract Term at the time of termination and hereby agree to pay any such outstanding amounts and authorize us to invoice you, as applicable, for all such outstanding amounts. Where advance payment is made, you shall not be entitled to any refund for such early termination.

## 17. CONFIDENTIALITY

17.1 Each party shall, during the term of this Contract and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Contract) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Contract, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.

17.2 Except as otherwise provided under clause 17.1, system functionality and User Guides for the parts of the Services which are not open to the Personal End User Account holders shall be treated as confidential information and you accept that you owe a duty of confidence in relation to all such information and User Guides. You shall limit access to such information and the User Guides to End Users and to any other person whom we have authorized in writing. You shall maintain adequate security measures to safeguard the User Guides from theft and unauthorized access.

## 18. WHO ARE YOU CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

**18.1 General** : Subject to Clause 18.3 below, who you are contracting with under this Contract, who you should direct notices to under this Contract, what law will apply in any dispute or lawsuit arising out of or in connection with this Contract, and which courts have jurisdiction over any such dispute or lawsuit, depend on where you are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico, Canada or a country in Central or South America or the Caribbean	Convene, Inc., a company incorporated in Delaware, US	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	New York and controlling United States federal law	New York, U.S.A.
A country in Europe other than the United Kingdom	Convene Sociedad Limitada, a company incorporated in Spain	Azeus Convene, 2.014, 3 Waterhouse Square, 138-142 Holborn, London, EC1N 2SW, United Kingdom (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	Ireland	Ireland
United Kingdom	Azeus UK Limited, a company incorporated in the United Kingdom	Azeus Convene, 2.014, 3 Waterhouse Square, 138-142 Holborn, London, EC1N 2SW, United Kingdom (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	England and Wales	England and Wales
Australia or New Zealand	Convene Pty Ltd, a company incorporated in Australia	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	New South Wales	New South Wales
Singapore	Convene SG PTE Ltd, a company incorporated in Singapore	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	Singapore	Singapore

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Malaysia	Convene Malaysia Sdn. Bhd., a company incorporated in Malaysia	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	Malaysia	Malaysia
India	Convene India Private Limited, a company incorporated in India	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	India	Delhi
A country in Asia, Middle East, Africa, or any country not indicated above	Azeus Systems Limited, a company incorporated in Hong Kong	22/F, Olympia Plaza, 255 King's Road, North Point, Hong Kong (Attn: Legal Department)  OR by email: <a href="mailto:legal@conveneagm.com">legal@conveneagm.com</a>	Hong Kong Special Administrative Region	Hong Kong

**18.2 Agreement to Governing Law and Jurisdiction :** Subject to Clause 18.3 below, each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts indicated above.

**18.3 Exceptions :** If you have entered into Contract with us before the "Effective" date at the top of these Terms, with respect to who you are contracting with under that Contract, what law will apply in any dispute or lawsuit arising out of or in connection with that Contract, and which courts have jurisdiction over any such dispute or lawsuit, they shall remain unchanged irrespective of any updates made to Clause 18.1.

**18.4 No Agency :** For the avoidance of doubt, we are entering into this Contract as principal and not as agent for any other Azeus company. Subject to any permitted assignment under clause 20.2, the obligations owed by us under this Contract shall be owed to you solely by us and the obligations owed by you under this Contract shall be owed solely to us.

**18.5** You agree that for ease of administration, another Azeus or Convene entity may bill or invoice you for the Services, on behalf of the appropriate Azeus or Convene contracting entity.

## 19. NOTICES

**19.1** We may send you, in electronic form, information about the Services, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Services or by access to a website that we identify.

**19.2** Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services. You may provide legal notice to us via email to [legal@conveneagm.com](mailto:legal@conveneagm.com), with a duplicate copy sent via registered mail, return receipt requested, to the address indicated in the table in clause 18.1 above depending on where you are domiciled. Any such notice, in either case, must specifically reference that it is a notice

given under these Terms. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 20. MISCELLANEOUS

### 20.1 Entire Agreement

20.1.1 To the maximum extent permitted by law, these Terms and any document expressly referred to in them constitute the entire contract and understanding between you and us regarding the Services. You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of us, which is not set out in these Terms or any document expressly referred to in them. It supersedes any prior representations, understandings, contract or oral or written statements regarding your use of the Service or the subject matter of these Terms. Nothing in this clause shall limit or exclude any liability for fraud.

### 20.2 Assignment and transfer

20.2.1 We may assign, transfer, or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Services.

### 20.3 Independent Contractors; No third-party beneficiaries

20.3.1 We and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

### 20.4 Mentioning Customer Name

20.4.1 You agree that we can reasonably quote you as one of our customers, including a limited use of your logo in our marketing materials and use cases, free of costs, royalty, or any other remuneration.

### 20.5 Claims

20.5.1 Claims must be filed within one year. You must bring any claim related to these Terms or the Services within one year of the date you could first bring the claim, unless the law governing this Contract requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

### 20.6 Waiver

20.6.1 The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

### 20.7 Severability

20.7.1 If any of the provisions of these Terms are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for these Terms to be otherwise enforceable in such jurisdiction.

## 20.8 Force Majeure

20.8.1 Neither Party shall be liable to the other under the Contract for any failure to perform its obligations hereunder, other than payment of monetary obligations, or for any loss or damage which may be suffered by the other party due to any circumstances beyond its reasonable control, or for circumstances that cannot be foreseen, or even if foreseen but are inevitable, including without limitation any act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action the act or omission of Government or other competent regulatory authority, war, military operations, or not.

20.8.2 If either Party wishes to rely upon this clause it shall send written notice to the other Party explaining the relevant force majeure circumstances.

## 20.9 Surviving Provisions

20.9.1 Clause 6.6, Clauses 9 to 13 and Clauses 16 to 22 will survive any termination or expiration of this Contract.

## 21. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

21.1 We do not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise breaches these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. We reserve the right to delete or disable Content alleged to breach these Terms and to terminate repeat infringers.

## 22. INTELLECTUAL PROPERTY NOTICES

22.1 All contents of the Services including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright © Azeus Systems Holdings Ltd., and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

22.2 Convene and the Convene logo are, including without limitation, either trademarks, service marks or registered trademarks of us or our affiliates, and may not be copied, imitated, or used, in whole or in part, without our prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

22.3 We or our affiliates may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Services. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Services does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

**END**