



General Terms and Conditions Zivver Limited

1. DEFINITIONS AND INTERPRETATION

The capitalized terms in these General Terms and Conditions have the meaning ascribed to them in this article.

Agreement	the (digitally) signed and/or accepted Offer, including any attached schedules, and these General Terms and Conditions.
Business Days	Monday through Friday from 8:30 AM up to 5:30 PM in the time zone of Zivver's headquarters and excluding local national holidays.
Consumer	an individual acting for personal and non-commercial purposes that are wholly or mainly outside of their trade, business, craft, or profession.
Customer	the legal entity or natural person exercising its, his or her profession and with whom Zivver enters into the Agreement.
End User(s)	the natural person or persons that are employees or independent contractors of the Customer or act on behalf of the Customer and make use of the Services.
Intellectual Property Rights	any and all intellectual property rights, including without limitation, patents, design rights, copyrights, neighbouring rights, database rights, trademark rights, chip rights, trade name rights, moral rights, software rights and Knowhow in, and relating to, Zivver, its affiliates, its licensors and/or its business.
Knowhow	all business secrets, secret formulas, inventions, designs, standards, (technical) data or information, processes, methods, raw materials and business methods, as well as all related information, knowledge, details, trade practices and improvements.
Offer	the offer of services by Zivver to the Customer, as included in the offer document, physically or digitally, provided to the Customer.
Parties	the Customer and Zivver.



Person	any legal entity, firm, cooperation, partnership or other business entity, as well as any natural person.
Personal Data	any information relating to an identified or identifiable natural person, as referred to in article 4 sub 1 of the EU General Data Protection Regulation 2016/679 (GDPR).
Right of Use	a fully paid-up, royalty-free, non-exclusive, non-transferable, non-pledgeable right to access and use Zivver's intellectual property rights for the sole purpose of receiving and enjoying the benefit of the Services, and to sub-license the same rights to its End Users for the same purpose.
Schedule	A schedule to the Agreement, whereby all schedules form an integral part of the Agreement.
Services	the services that Zivver provides to the Customer to help Customer secure its communications and as further described in the Offer.
Taxes	taxes, duties, and other governmental charges
User Terms	the user terms and conditions which are available on Zivver's Website, as may be amended from time to time.
Third Party	a Person that is not a Party.
Website	www.zivver.com along with related websites.
Zivver	Zivver Limited, based in London, United Kingdom, registered under company number 11931745 and with an address at 5 New St. Square, EC4A 3TW London, United Kingdom

- 1.1. Headings shall not affect the interpretation of this Agreement.
- 1.2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.



1.6. A reference to writing or written includes e-mail and Zivver-messaging but excludes fax.

2. AGREEMENT AND APPLICABILITY OF GENERAL TERMS AND CONDITIONS

2.1. The Agreement comes into force and effect in accordance with the contents of the Offer.

2.2. The General Terms and Conditions form a part of and are incorporated by reference into the Agreement. These General Terms and Conditions apply to and govern the access to and the use of the Services and all (future) offers by Zivver.

2.3. In case of any conflict between the documents, the following descending order of precedence applies:

- (a) the Offer
- (b) these General Terms and Conditions
- (c) Schedules

2.4. Amendments and additions to the Agreement are only valid if these have been agreed by the Parties in writing. Zivver reserves the right to unilaterally amend the General Terms and Conditions. Amendments to the General Terms and Conditions shall also apply to already concluded Agreements, taking into account a period of 20 Business Days after announcing such changes on the Website

2.5. In the event that the Customer is not willing to accept changes to the General Terms and Conditions and such changes have a demonstrable material adverse effect for the Customer, it is entitled, up to the date that such new General Terms and Conditions come into full force and effect, to terminate the Agreement by written notice to Zivver.

2.6. Minor amendments and amendments because of (a change in) legislation can always be made in the General Terms and Conditions. Zivver is not obliged to announce such changes and it does not entitle the Customer to terminate the Agreement.

3. TERM AND TERMINATION OF THE AGREEMENT

3.1. The Agreement has the term as agreed in the Offer and will automatically be renewed by successive periods of twelve (12) months, unless agreed otherwise in the Offer and subject to any limitations under statutory law. Either Party may terminate the Agreement for convenience against the end of the contractual term. Termination requires that the terminating Party gives written notice of termination to the other Party no later than two (2) months before the end of the then current contract period. The Agreement will subsequently terminate by the end of the then current contractual term.

3.2. In case of a breach of the Agreement by the Customer, Zivver is entitled to terminate



this Agreement and/or terminate access to or provision of the Service after judicial intervention or notice of default stipulating a period of 30 days in which to remedy the breach. The consequences of termination do not give the Customer any right to compensation.

- 3.3. Without limiting any of its other rights, Zivver may, without penalty, suspend the performance of the Services under the Agreement, or terminate the Agreement as a whole with immediate effect by giving written notice to you if :
- (a) You commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within thirty (30) days of you being notified in writing to do so;
 - (b) End Users breach the terms and conditions that apply to their use of the Services;
 - (c) you fail to pay any amount due under the Agreement on the due date for payment; or
 - (d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy. This will in any event be the case if you (i) become insolvent, (ii) are generally unable to pay, or fail to pay, your debts as they become due, (iii) file, or has filed against you, a petition for voluntary or involuntary insolvency or pursuant to any other insolvency law, (iv) make or seek to make a general assignment for the benefit of your creditors, or (v) apply for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of your property or business

and in any such case, the consequences of termination do not give the Customer any right to compensation.

- 3.4. In deviation of article **Error! Reference source not found.**, Zivver shall have the right to terminate (part of) the Agreement for convenience at any moment without any further liability if Zivver decides to discontinue (part of) the Services for all or a substantial part of its customers for any reason. Any prepaid fees in respect of these terminated Services shall be reimbursed pro-rata by Zivver to the Customer.
- 3.5. After termination of the Agreement, the Customer has, for data exchanged via Zivver Secure Email and File Transfer, the opportunity to download any data (from its End Users) still present on Zivver's systems within a period of 60 days. The Customer itself is responsible for promptly downloading such data.
- 3.6. Upon termination of the Agreement, the following articles remain in full force and effect:
- (a) Article 8 - Liability
 - (b) Article 10 - Intellectual Property and Right of Use
 - (c) Article 11 - Confidentiality; and
 - (d) Article 14 - Governing Law, Jurisdiction and Dispute Resolution



4. RESPONSIBILITIES OF THE CUSTOMER

The Customer will do and/or omit everything that is reasonably required and desired to ensure that the Services are performed correctly in a timely manner. The Customer will ensure in particular, but not exclusively, that:

- (a) all data indicated by Zivver as being reasonably necessary are promptly submitted to Zivver;
- (b) provide co-operation to Zivver in all matters relating to the provision and receipt of the Services as described in the Offer (including making personnel available where necessary);
- (c) provide Zivver with such information and materials that Zivver may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) the Service is not used by any persons other than the agreed End Users.

5. DESCRIPTION OF THE SERVICES

- 5.1. Zivver shall provide the Services included in the Offer, which Services the Customer hereby purchases in accordance with the terms and conditions of the Agreement.
- 5.2. During the term of the Agreement, the Customer may purchase additional services, accounts or licenses from Zivver, which shall be governed by the terms of the Agreement and which will not affect the term of the Agreement, unless the Parties explicitly agree otherwise in writing. At the beginning of each month, for invoicing purposes and unless the Parties explicitly agree otherwise, Zivver shall (i) calculate the number of licenses, accounts and/or use of the Services on each day of the previous month; (ii) add each daily total together (the “**Active Licenses**”); and (iii) divide the Active Licenses by the calendar days in the previous month. If Zivver establishes that more services or licenses have been used, or accounts are created by a Customer than licenses have been purchased, Zivver may charge the Customer for the additional services, licenses or accounts in line with the pricing included in the Offer.
- 5.3. During the term of the Agreement, the agreed number of licenses of the Customer cannot be reduced and the services cannot be downgraded by Customer.
- 5.4. The Customer is only permitted to use the Services in the intended manner described in the Offer and on a fair use basis. If the Customer uses the Services in any other way (e.g. using a single account with an entire organization and communicating with a substantial number of guest users or using more accounts than agreed in the Offer), then this shall constitute a material breach of the Agreement, and Zivver reserves the unilateral right and the Customer hereby accepts such right: (i) to invoice the Customer without any further notice for an amount reflecting the actual use of the Services; and/or (ii) to terminate / suspend the Services for an indefinite period of time or until a new agreement has been reached with the Customer on continuance of the Services; and/or (iii) to terminate the Agreement.



- 5.5. The Customer agrees that any End User permitted by the terms of the Offer to access and/or use the Service must agree to comply with the User Terms. The User Terms shall apply to any use by End Users of the Services. In the event of a conflict between the provisions of the Agreement and the provisions of the User Terms, the provisions of the Agreement shall prevail. The Customer hereby accepts the User Terms and commits to ensure that its End Users shall comply with them.

6. MAINTENANCE OF AND MODIFICATION OF THE SERVICES

- 6.1. Zivver is entitled to take its systems, or parts thereof, temporarily out of service for maintenance, modification or improvement purposes. This may include (but is not limited to) dealing with technical issues and making changes or updates to reflect changes in legal, regulatory or commercial requirements. Zivver will endeavor to do so outside office hours as far as possible. Zivver will notify the Customer accordingly. Zivver is never liable for compensation for damage or losses in connection with taking systems out of service for the purposes set out in this article.
- 6.2. Zivver is entitled to modify its systems, or parts thereof, from time to time in order to improve or introduce functionalities and to resolve errors. If a modification leads to a considerable change in a functionality, Zivver will promptly notify the Customer. In the event of modifications that are relevant to multiple Customers, it is not possible to leave out a specific modification only for the Customer's benefit. Zivver is not liable to compensate for any damage or losses caused by such a modification. Should the aforesaid change in an existing functionality have substantial adverse consequences for the Customer, the Customer is entitled to terminate the Agreement in writing, subject to a one (1) month's notice period.
- 6.3. Starting point is that the improved version of existing functionalities of the solution purchased by Customer will be made available to Customer free of charge. Without prejudice to what is stated in the next sentence, Zivver reserves the unilateral right to charge Customer for making available new and/or additional functionalities that relate to functionalities already purchased by the Customer and which - at the discretion of Zivver - offer significant added value. Zivver is only entitled to charge these amounts if: (A) Customer has been informed in writing about (i) the new/additional functionality, (ii) the applicable costs, and (iii) Customer's right to opt out of activation of this functionality (the so-called opt-out right); and (B) 30 days have expired after such information has been shared and Customer has not made use of the opt-out right. In addition, Customer retains the right to deactivate such new and/or additional functionality at any time during the term of the Agreement and, as soon as technical feasible, the functionality will be deactivated and no further costs will be charged for this functionality.

7. PRICE AND INVOICES

- 7.1. Customer will pay Zivver the fees as specified in the applicable Offer and any other amounts owing under the Agreement, plus any applicable taxes. Unless otherwise



agreed, Customer will pay all amounts due within thirty (30) days of the date of the applicable invoice, for which the Customer accepts possible electronic invoicing.

- 7.2. The annual fixed costs of the Services will be invoiced upon the commencement of the Agreement and subsequently on an annual basis. The variable costs for the Services will be invoiced on a quarterly basis, or a different basis if agreed in the Offer, in arrears based on subsequent costing. Implementation of the Services will be invoiced upon completion of the implementation.
- 7.3. All amounts payable under the Agreement are denominated in British Pound Sterling ("**GBP**") and Customer will pay all such amounts in GBP.
- 7.4. Other than net income taxes imposed on Zivver, Customer will bear all Taxes resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Zivver after all such Taxes are paid are equal to the amounts that Zivver would have been entitled to in accordance with this Agreement as if the Taxes did not exist.
- 7.5. Any amount not paid when due will, without limiting our remedies of termination and until payment of the overdue sum, be subject to interest on a compounded basis. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees and judicial and extra-judicial collection costs) incurred by Zivver to collect any amount that is not paid when due.
- 7.6. Zivver only accepts payment by Customer by means of bank transfer and will not accept payment by Customer in the form of credit card, cash or check. However, for purchases of the Services via the online portal on the Website, Zivver only accepts payment by Customer by means of credit card.
- 7.7. Upon renewal in accordance with article 3.1, Zivver is entitled to increase the price for its Services with a maximum of 5% compared to the price for its Services in the previous calendar year. In such event, the Customer is not entitled to terminate the Agreement.
- 7.8. In the event that the Customer is declared bankrupt, applies for or is granted suspension of payments, the Customer's activities are ceased or its business is wound up, all amounts owed to Zivver are immediately due and payable.
- 7.9. For authenticating users with multi-factor authentication, such as SMS, Zivver charges the costs per use of the relevant authentication method as included in the Offer. If a user has activated Trusted Device Authentication and opens a message secured by multi-factor authentication on a trusted device, Zivver only charges an amount equal to the relevant cost for such multi-factor authentication for the initial decryption of the message, regardless how often the specific message is accessed on the trusted device.



8. LIABILITY

- 8.1. Zivver maintains appropriate liability insurance cover in respect of its own legal liability. In this respect, Zivver has taken out professional and business liability insurance policies as well as a cyber risk insurance policy for this purpose.
- 8.2. Zivver will endeavour to perform the Service as best it can, applying due care and professional competence. In all other respects, Zivver will provide the Service 'as is' and implementation on a best effort basis. Customer bears full responsibility for files imported by Customer and Zivver provides no guarantee as to the quality of, fitness for a certain purpose of or the absence of viruses or other damaging components in these files. If you are a Customer acting in a Consumer capacity, this does not affect your statutory rights.
- 8.3. For Customers acting in a non-Consumer capacity, subject to article 8.5 , you agree:
- (a) to indemnify and hold Zivver harmless from and against any losses, costs, liabilities, claims and expenses (including reasonable attorneys' fees) suffered or incurred by Zivver and/or Zivver's affiliates as a result of your breach of the Agreement and End Users breaching the applicable terms and conditions;
 - (b) that Zivver cannot influence any End User's use of the Services and the information sent or otherwise processed via the Services. As a consequence, the Customer itself is and remains responsible for access to and use of the Services and for the consequences of use of the Services by its End Users. You hereby indemnify and hold Zivver and/or its affiliates harmless against any type of claim, complaint or proceedings instituted by a third party (included Zivver's licensors) in connection with: (i) the Customer's use of the Services and/or any use of the Services by End Users and (ii) the content of the data traffic or information originating from the Customer and/or its End Users as processed via the Service;
 - (c) that Zivver's liability is excluded for indirect or consequential losses, including consequential losses, loss of profit, loss of goodwill, loss of sales, loss of revenue, loss of business or business opportunities, lost savings, loss of business data or other data and losses due to business interruption, to the extent permitted by law; and
 - (d) that Zivver's total liability to the Customer arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to four times the annual fixed subscription fees which the Customer has paid Zivver under the Agreement in relation to the specific Services the claim relates to.
- 8.4. For Customers acting in a Consumer capacity, subject to article 8.5, you agree:
- (e) that nothing in the Agreement affects your statutory rights and advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office;
 - (f) not to use the Service (or any part thereof) for any commercial or business purposes whatsoever and for the avoidance of doubt we have no liability to you for any loss of profit, loss of business or business opportunity, loss of revenue, loss of contracts, business interruption, or failure to realise anticipated savings;



- (g) that if Zivver fails to comply with the Agreement it is responsible for loss or damage suffered by the Customer that is a foreseeable result of Zivver's breach or its negligence, but Zivver is not responsible for any loss or damage that is not foreseeable (loss or damage is foreseeable if it was an obvious consequence of Zivver's breach or if it was contemplated by the Customer and Zivver at the time of entering into the Agreement); and
- (h) that Zivver's total liability to the Customer arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to four times the annual fixed subscription fees which the Customer has paid Zivver under the Agreement in relation to the specific Services the claim relates to.

- 8.5. The limitations of liability referred to in articles 8.3 and 8.4 shall not apply if the damage/losses are the result of an intentional act or gross negligence on the part of Zivver's management and nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (i) death or personal injury caused by negligence;
 - (j) fraud or fraudulent misrepresentation; and
 - (k) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9. PRIVACY

- 9.1. Zivver processes Personal Data at the request of the Customer to enable proper use of the Services. The Customer is responsible to inform the End Users of such processing of Personal Data and the Customer ensures that there is a legal ground for the processing of Personal Data by the Customer.
- 9.2. As Zivver processes Personal Data at the request of the Customer for the execution of the Agreement, Parties shall execute a data processing agreement which includes further arrangements on such processing and security of the Personal Data.

10. INTELLECTUAL PROPERTY RIGHTS AND RIGHT OF USE

- 10.1. All intellectual property rights in or arising out of or in connection with the Services are owned by and/or vested in Zivver, its affiliates, and its or their respective licensors.
- 10.2. Zivver grants the Customer the Right of Use for the term of the Agreement.
- 10.3. All Services, designs, products, software, materials and documents - with the exception of custom made Zivver e-learning modules - have been and will be:
- (l) developed and/or drawn up solely for general use by Zivver;
 - (m) made available to all of its current and future customers by Zivver; and
 - (n) non-exclusively developed or made available to the Customer.
- 10.4. The Right of Use explicitly does not imply that the Customer has the right to inspect, obtain, copy and change the source code of the software appurtenant to the Services.



The Right of Use does not entitle the Customer to grant one or more sublicences to third parties, unless Zivver has granted its prior written permission to do so. Customer shall not sell, resell, distribute, rent, lease, license, sublicense, or assign the Right of use to any Third Party.

- 10.5. Any information that the Customer or its End Users save, send or otherwise process via the Services is and remains the property of the Customer and/or its End Users.
- 10.6. Zivver will not access confidential information (such as personal messages) that the Customer or its End Users saves, sends, receives or otherwise processes via the Services, insofar as it is not necessary for the provision and proper operation of the Services, for which Zivver and its licensors hereby acquire a right of use. The foregoing does not apply if it is explicitly agreed with Zivver or if Zivver is obliged to do so pursuant to a statutory provision or court order. In such case, Zivver will undertake to limit access to the information as far as possible and within its power.
- 10.7. Customer will use its best efforts to prevent any unauthorized access or use of the Services and provided related documentation and immediately notify Zivver in writing of any unauthorized access or use that comes to Customer's attention. If there is unauthorized access or use by anyone who obtained access to the Services directly or indirectly through Customer, Customer will take, at its expense, all steps reasonably necessary to terminate the unauthorized access or use. At its expense, Customer will cooperate and assist with any actions taken by Zivver to prevent or terminate unauthorized access or use of the Services or related documentation, and remediation of the event.
- 10.8. If the Customer and/or an End User sends information to Zivver for the purpose of feedback on an error or a suggestion for improvement, they grant Zivver an unlimited, perpetual right of use for this information in light of the Services.
- 10.9. Nothing in this Agreement shall restrict Zivver from using and exploiting in full the analyses, insights, learnings, and Services improvements (including improvements to algorithms from machine learning) obtained or resulting from the Services or from using, submitted data to create such analyses, insights and learnings; provided, however, any public disclosure of such analyses, insights and learnings shall be done in such a way that Customer is not identifiable.
- 10.10. Also in case of custom made Zivver e-learning modules Customer only obtains a Right of Use as to the modules and no Intellectual Property Rights.

11. CONFIDENTIALITY

- 11.1. Parties shall treat information that they receive from each other during or after the execution of the Agreement as confidential when such information is marked confidential or when the receiving Party should be reasonably aware that such information has a confidential nature. Parties shall impose this obligation also on its employees and on any contracted Third Parties that are used for the execution of the



Agreement.

- 11.2. Neither Party will without the written permission of the other disclose to any person any confidential information concerning one another's business, affairs, customers, Customers or suppliers, except:
- (o) to its respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising rights or carrying out respective obligations under the Agreement; or
 - (p) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 1.2. Parties agree to keep the contents of the Agreement, as well as the contents and functioning of the Services, confidential.

12. FORCE MAJEURE

- 12.1. Zivver is not obliged to perform any obligation under the Agreement if it is prevented from doing so due to force majeure.
- 12.2. Force majeure means an external cause which Zivver cannot reasonably influence, which Zivver could not reasonably have foreseen at the time of the conclusion of the Agreement and which prevents Zivver from fulfilling an obligation.
- 12.3. Force majeure is in any case, but not exclusively, in case of government measures, electricity failures, failures of Internet, data network or telecommunication facilities, cyber attacks, war, civil unrest, terrorism, plagues, pandemic, natural disasters, fire, explosion, flood, strikes, suppliers not providing certain services to Zivver, which are reasonably required for Zivver to offer (part of) the Services, and force majeure of (suppliers of) Zivver.
- 12.4. Zivver is obliged in the event of force majeure to take reasonable measures to limit the effects of the force majeure on the performance of the Agreement.

13. MISCELLANEOUS

- 13.1. Zivver will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, fiduciary relationship, or franchise between the Parties; (b) imposing any partnership, franchise or fiduciary obligation or liability on either party; or (c) prohibiting or restricting Zivver's performance of any services for any third party or the provision of products to any third party.
- 13.2. If any provisions in the Agreement or in any attached schedules prove to be void or invalid, it will not affect the validity of the Agreement as a whole. In such case, the Parties will replace that provision by one or more new provisions reflecting the purport of the original provision as far as is possible under the law. If a court invalidates some



of the Agreement, the rest will still apply. If a court or other authority decides that some of the terms of the Agreement is or are unlawful, the rest will continue to apply

- 13.3. The Agreement, including the Offer and any attached schedules and these General Terms and Conditions, contains the entire agreement between the Parties relating to the subject of this Agreement and supersedes all earlier written, as well as oral agreements made by the Parties in this regard.
- 13.4. Customer may not assign its right, duties, or obligations under this Agreement without prior written notice to the Zivver, other than in connection with a sale or change of control of Customer whether by merger or otherwise, where the applicable Agreement is also transferring. If notice is given, this Agreement will bind Customer's successors and assigns. Any attempt by Customer to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Zivver is entitled to assign or transfer its rights and obligations under this Agreement to a Third Party that acquires the Services or the related business of Zivver and/or its shareholders. If you are a Customer acting in a Consumer capacity then advance notice will be provided to you and this will not affect your legal rights.
- 13.5. Subject to article 11 regarding confidentiality and unless otherwise agreed in writing, Customer will: (a) make one or more representatives reasonably available for reference inquiries from potential Zivver customers partners, and investors; (b) permit Zivver to create and publish a case study describing in general terms the nature of Customer's use of the Services; (c) permit Zivver to issue and publish a press release containing a quotation from a representative of Customer announcing that Customer has subscribed to use the Services and the general context of the intended use; and (d) allow Customer's name and logo to be posted on Zivver's Website and in marketing and advertising materials, subject to compliance with Customer's brand guidelines or other specifications regarding logo usage.
- 13.6. The Customer explicitly grants Zivver permission to allow the execution by Third Parties of certain activities in connection with the performance of the Agreement, provided that Zivver remains responsible towards the Customer for such performance.
- 13.7. If we do not insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 14.1. The Agreement and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) are governed by the laws of England and Wales.

- 14.2. We ask that you first submit any complaint or claim to Zivver in order to reach an amicable settlement with Zivver.
- 14.3. If you are a Customer acting in a non-Consumer capacity and an amicable settlement cannot be reached, all disputes shall be submitted to the competent court in Amsterdam, the Netherlands.
- 14.4. If you are a Customer acting in a Consumer capacity:
- (a) you may bring any dispute which may arise under the Agreement at your discretion to either the competent court of Amsterdam (the Netherlands) or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom or is a European Union Member State, which courts are with the exclusion of any other court competent to settle any of such a dispute;
 - (b) we shall bring any dispute which may arise under the Agreement to the competent court of your country of habitual residence if this is within the United Kingdom or is a European Union Member State, or otherwise the competent court of Amsterdam (the Netherlands);
 - (c) if you are resident in the UK or the European Union and we direct the Service to the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in the Agreement affects your rights as a Consumer to rely on such mandatory provisions of local law; and
 - (d) if you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.
