SCRIPTBOOK TERMS AND CONDITIONS FOR SUBSCRIPTIONS

CLAUSE I.
SCOPE OF AGREEMENT AND DEFINITIONS

1.01 These terms and conditions set forth the terms under which SCRIPTBOOK will provide access to the Platform (as defined below) to Subscriber. Capitalized terms in this Agreement are defined in Clause 1.02.

From time to time, SCRIPTBOOK may offer trials of the Platform for various periods of time with no further obligation. These trials are governed by these terms and conditions subject to the additional terms and conditions as expressly indicated in these terms and conditions.

1.02 **Definitions**. For purposes of this Agreement, in addition to capitalized terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

"Affiliate" means a legal entity that (a) owns and controls a party, directly or indirectly, or (b) is owned and controlled, directly or indirectly, by a Party, or (c) is directly or indirectly under common ownership and control with a Party;

"Agreement" means the Trial Subscription Agreement as signed by the Parties, together with the terms and conditions as set forth here below;

"**Confidential information**" means any business and technical information of a Party hereto that is treated as confidential by such Party and is disclosed to the other Party, and which includes but is not limited to any film scripts uploaded to the Platform, flowcharts, code, algorithms and the terms of this Agreement;

"Named User" means an individual who is authorized by Subscriber to access the Platform and who has been given a unique user name or identifier (regardless of whether the user has actually used those credentials to access the Platform). No more than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited.

"Platform" means the software platform developed by SCRIPTBOOK assisting stakeholders in filmed entertainment by providing AI script analysis & box office forecasts for film projects.

"**Services"** means maintenance and support, training and professional services;

"Subscription" means the subscription to receive access to the Platform according to the terms and conditions as set forth here below;

"Subscription Period" means the defined period of time of the Subscription as set forth in the Subscription Agreement;

"Term" means the term of this Agreement, which is defined in Clause 8.01 hereof;

"**Subscription Agreement**" means the Subscription Agreement entered into by the Parties with regard to the use of the Platform by the Subscriber during a period.

CLAUSE II.
ACCESS TO PLATFORM

2.01 **Appointment.** SCRIPTBOOK grants Subscriber, during the Subscription Period, a limited, a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide limited right to use the Platform, solely for the Subscriber's internal business operations.

2.02 **Restrictions on use**. Subscriber shall not:

 (a) sublicence, rent, lease, lend, encumber, pledge, copy, make available or distribute the Platform or any modified version of the Platform created by Subscriber or for Subscriber to any third party, except as expressly permitted by this Agreement;

(b) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Platform or that appear during use or installation of the Platform;

(c) reverse engineer, decompile, or disassemble the Platform, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

(d) modify, adapt or alter the Platform in any way, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

(e) transfer, use or export the Platform in violation of any laws or regulations of any government or governmental agency;

(f) share any of the information or analysis obtained from the Platform with third parties prior to the start date of a paid Subscription Period.

2.03 **Enforcement.** In case of breach of the restrictions in 2.02, SCRIPTBOOK shall be entitled to the lump sum amount of 50,000 EUR, as damages for the losses that SCRIPTBOOK incurred as a result of such breach, notwithstanding the right of SCRIPTBOOK to claim the actual damages.

2.04 **Affiliates.** Subscriber may grant to Subscribers Affiliates the rights granted to Subscriber under this Agreement, so long as each Affiliate: (1) executes an Affiliate Agreement in substantially similar form to the agreement contained in Exhibit A hereto prior to exercising any rights under this Agreement; and (2) remains an Affiliate as defined herein. Subscriber will keep on file all executed Affiliate Agreements and deliver them to SCRIPTBOOK. Subscriber will unconditionally and irrevocably guarantee the Affiliate's compliance with the terms and conditions of this Agreement. Subscriber and Subscribers Affiliate will be jointly and severally liable for any breach of the terms of this Agreement by such Affiliate.

2.04 **Ownership.** All Subscriptions granted to Subscriber under this Agreement are subject to Subscriber's compliance with the terms and conditions of this Agreement. This Agreement does not transfer any ownership rights in the Platform and SCRIPTBOOK reserves all rights not expressly granted.

2.05 **Trial** From time to time SCRIPTBOOK may provide access to the Platform and/or Services on a trial basis, until the earlier of (a) the end of the free trial period as provided by SCRIPTBOOK or (b) the start date of a paid subscription agreement. Additional trial terms and conditions, not expressly incorporated in this Agreement, may appear on the Trial Subscription Agreement. Any such additional terms and conditions are deemed to be incorporated into this Agreement by reference and are legally binding.

CLAUSE III.
SUPPORT SERVICES

3.01 **Support Services.** SCRIPTBOOK shall provide Subscriber with limited support services during the Term of this Agreement or for a different period as agreed between the Parties. The scope of said support services is described in this clause.

3.02 **Scope of Support.** In using SCRIPTBOOK support, Subscriber agrees it will:
   a) provide SCRIPTBOOK with sufficient information and resources to correct the applicable support issue;
   b) promptly install all service packs provided by SCRIPTBOOK;
   c) procure, install and maintain all equipment, telephone lines, communication interfaces and other hardware necessary to access the Platform.

Subscriber is responsible for reading the release notes and any other available documentation before accessing the Platform. SCRIPTBOOK is not obligated to provide for the following:
   a) Issues caused by Subscriber's negligence, hardware malfunction or other causes beyond the reasonable control of SCRIPTBOOK;
   b) Issues caused by third party software not licensed through SCRIPTBOOK or provided by SCRIPTBOOK.

CLAUSE IV.
OBLIGATIONS OF SUBSCRIBER

4.01 **Subscription fee and Expenses**. Fees for the Platform and Services will be identified in the Subscription Agreement and are (a) due upon signing a Subscription Agreement or, for a renewal term, at the start of the renewal term, and (b) payable in accordance with 4.03. Fees are payable in EUR unless otherwise stated in the applicable Subscription Agreement.

4.02 **Price Review.** SCRIPTBOOK reserves the right to modify the fee within 30 days subject to prior notification of Subscriber. Subscriber has the right to end the

Agreement within 10 days following the notification thereby respecting a notice up until the moment where upon the new fees shall apply.

4.03 **Payment Terms**. SCRIPTBOOK will invoice Subscriber for fees and expenses upon Subscriber's execution of the Subscription Agreement, and up to thirty (30) days before the start of any renewal term. All amounts payable by Subscriber under this Agreement are due and owing seven (7) days after the date of SCRIPTBOOK's invoice of such amounts. If payment is not received by SCRIPTBOOK by the due date stated in the invoice, Subscriber may be assessed a finance charge (automatically accruing from the due date until payment is received, without any prior notice of default) of one percent (1%) of the unpaid invoice amount per month or the legal maximum, whichever is less. Subscriber will pay the full amount of all SCRIPTBOOK invoices by bank wire transfer or electronic funds transfer with electronic remittance detail attached. Subscriber will include the Agreement number and the SCRIPTBOOK invoice number, if any, on each electronic payment. Subscriber may not withhold payment or make deductions to any payment prior to the issuance of a credit note by SCRIPTBOOK for billing errors or for any other appropriate reasons. SCRIPTBOOK reserves the right to suspend or cancel performance of all or part of the Platform or the Services and/or suspend Subscriber's right of access to the Platform in the event Subscriber is more than thirty (30) days past due on any undisputed invoice, and has failed to cure the payment deficiency within thirty (30) days of receiving written notice of the deficiency from SCRIPTBOOK.

4.04 **Compliance with Subscription Requirements.** Subscriber will inform Subscriber's employees, agents, and other individuals who have access to the Platform that the Platform: (1) is owned by SCRIPTBOOK; (2) may only be used subject to the terms and conditions contained in this Agreement; and (3) may not be copied, transferred or otherwise used in violation of such terms and conditions. Subscriber will use all commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the Platform.

4.05 **Use of Subscription**. To each Subscription a limited amount of Named Users shall be assigned on the Subscription Agreement. If one or more Named User are dismissed or if the cooperation with such Named User(s) permanently stops, Subscriber has the right to modify the Named User(s) with a new identity after request to SCRIPTBOOK. Subscriber shall give notice to SCRIPTBOOK of the MAC address of each Named User and possible replacements and must present written proof of dismissal or permanent termination of the cooperation with the original identity linked to the Named User(s).

The Subscriber is not entitled to exceed the number of authorized Named Users licensed under this Agreement and the applicable Subscription Agreement.

4.06 **Reporting.** Subscriber must notify SCRIPTBOOK promptly if it has exceeded the number of authorized Named Users under this Agreement and the applicable Subscription Agreement. In its notice, Subscriber must include the number of excess Named Users and the date on which Subscriber exceeded its number of authorized Named Users. SCRIPTBOOK will invoice Subscriber for the applicable fees and Subscriber must pay such fees in accordance with 4.03.

4.07 **Records Retention and audit rights**. Subscriber must maintain accurate records necessary to verify the number of Named Users it authorizes. Upon SCRIPTBOOK's written request, Subscriber will provide SCRIPTBOOK with such records within twenty-four (24) hours. On the first request of SCRIPTBOOK, Subscriber shall provide an independent third party, hired by SCRIPTBOOK, with the right to examine, photocopy and audit all records and documents, in order to verify whether the Subscriber respects the provisions of this clause 4. In the event the Subscriber breaches clause 4.05, SCRIPTBOOK shall be entitled to the lump sum amount of 50,000 EUR per breach, as liquidated damages for the losses that SCRIPTBOOK incurred as a result of the breach, notwithstanding the right of SCRIPTBOOK to claim the actual damages. In addition to the liquidated damages, the Subscriber shall also be obligated to refund the third party audit costs to SCRIPTBOOK.

4.08 **Assistance.** Subscriber will provide all necessary access, Subscriber contacts and other information and cooperation as necessary for SCRIPTBOOK to effectively provide the Services.

4.09 **Control.** SCRIPTBOOK has the right to assign an external helpdesk to control the IT situation at the facilities of Subscriber in order to verify the Subscriptions. Subscriber shall respect the control operations of this helpdesk and shall not hinder them.

CLAUSE V.
WARRANTIES AND INDEMNIFICATIONS

5.01 Warranty and Covenant of Original Development by SCRIPTBOOK.

(I) SCRIPTBOOK represents, warrants and covenants that: (a) it is and shall be the owner of all intellectual property rights in the Platform under copyright, trademark, trade secret, and other applicable law; (b) the Platform is and shall be of original development by (employees of) SCRIPTBOOK (in the conduct of their duties as employees) or by third parties who prepared such materials for SCRIPTBOOK pursuant to a contract between SCRIPTBOOK and said third party and who assigned to SCRIPTBOOK his or its right, title and interest in the Platform; (c) the Platform does not and shall not infringe or otherwise violate any copyright or trade secret of any third party anywhere in the world with the exception of software patents; (d) it has not received, as of the date of this Agreement, actual notice of any claim that the Platform or the use thereof infringes any intellectual property right of any third party anywhere in the world or that any third party has any proprietary interest in or to the Platform, or any invention, work of authorship, copyright, trade secret, know-how or a similar right to the Platform.

(II) If SCRIPTBOOK receives information concerning an infringement or misappropriation claim related to the Platform, SCRIPTBOOK may, at its expense and without obligation to do so, either (1) procure for Subscriber the right to continue to use the allegedly infringing Platform, or (2) modify the Platform or replace it with a functional equivalent, to make it non-infringing. If, as a result of an infringement or misappropriation claim, Subscriber's use of the Platform is enjoined by a court of competent jurisdiction, SCRIPTBOOK will, at its option, either procure the right to continue its use, replace the Platform with a functional equivalent, or modify the Platform to make it non-infringing; and in the event that SCRIPTBOOK is unable to provide any of the above through commercially reasonable efforts, SCRIPTBOOK terminate the Agreement or applicable Trial Subscription Agreement and refund any prepaid fees for all unused portions of the Subscription Period. The rights and remedies granted to Subscriber under this Clause 5.01 state SCRIPTBOOK's entire liability and Subscribers exclusive remedy with respect to any claim of infringement of the rights of a third party.

5.02 **No warranties with regard to analysis by SCRIPTBOOK**

The Subscriber acknowledges that SCRIPTBOOK does not give any representation or warranty whatsoever with regard to any data, analysis, predictions, forecasts, projections or rankings generated by the Platform or provided by SCRIPTBOOK to the Subscriber in any other way. As a result, SCRIPTBOOK shall not be liable towards the Subscriber or any other person for any claim directly or indirectly resulting from or in connection with the data, analysis, predictions, forecasts, projections or rankings generated by the Platform or provided by SCRIPTBOOK to the Subscriber in any other way.

5.03 **Free trial: no other warranties**

Free trial access rights to the Platform and the Services are provided "as-is" without any warranty other than set forth in this Clause 5. Any data entered into the Platform and or Services will be permanently lost unless the subscriber purchases a paid subscription to the same Platform as those covered by the trial or exports such data before the end of the trial period.

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CLAUSE VI.
LIMITATION OF LIABILITY

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(a) SCRIPTBOOK's liability under this Agreement will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount paid by Subscriber to SCRIPTBOOK under this Agreement. In case of a free trial, SCRIPTBOOK shall not bear any liability under this Agreement.

(b) To the maximum extent permitted by applicable law, neither Subscriber nor SCRIPTBOOK, nor the Parties' respective Affiliates or suppliers, will be legally responsible for any indirect damages (including, without limitation, consequential, special, punitive, or incidental damages, damages for loss of profits or revenues, loss of privacy, business interruption, or loss of business information), arising out of the use of or inability to use the Platform, or otherwise under or in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Liability for these damages will be limited and excluded even if any exclusive remedy provided for in this agreement fails of its essential purpose. This exclusion of liability in this Clause VI (b) does not apply to either Party's liability to the other for violation of its confidentiality obligation or of the other Party's intellectual property rights.

(c) Except as specified expressly in this Clause VI, the limitations on and exclusions of liability for damages in this Agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict or product liability, breach of warranty, or any other legal theory, and even if any remedy fails of its essential purpose.

CLAUSE VII.

CONFIDENTIALITY

(a) Each Party may disclose to the other party Confidential Information as may be necessary to further the performance of this Agreement. Each Party agrees to treat the other's Confidential Information in the manner prescribed herein. Confidential Information may include, without limitation, the terms of this Agreement (including the Trial Subscription Agreements), film scripts uploaded to the Platform, business partners, systems designs, pricing, cost data, financial information, business, sales, and marketing plans, products, product roadmaps, service programs, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, and data. Confidential Information includes information designated in writing as confidential and any information a reasonable person would understand to be confidential or proprietary under the circumstances of its disclosure.

(b) Subscriber and SCRIPTBOOK shall protect the other Party's Confidential Information as follows:

(I) Except as specifically provided herein or otherwise permitted by the other Party in writing, each Party may disclose Confidential Information of the other Party only to those employees and agents required to have knowledge of same to perform their duties pursuant to this Agreement. Each Party shall require each such employee or agent to enter into a written non-disclosure agreement containing provisions substantially consistent with the terms hereof prior to the disclosure of Confidential Information to such employee or agent. Each Party shall treat the Confidential Information of the other Party with the same degree of care as it protects its own Confidential Information, and in no event less than a reasonable degree of care, and shall not disclose Confidential Information to a third party without disclosers written consent, or use the Confidential Information for purposes other than the performance of this Agreement.

(II) Except as may specifically be permitted herein, upon the termination of this Agreement, each Party shall return to the other, or, if so requested, destroy all Confidential Information of the other Party in its possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this Agreement.

(c) The foregoing obligations of confidentiality shall not apply with respect to either Party's Confidential Information to the extent that it:

(I) is within or later falls within the public domain through no fault of the Party receiving the Confidential Information; or

(II) is, or becomes, available to the receiving Party from third parties, who, in making such disclosure, have breached no written confidentiality agreement; or

(III) is lawfully previously known by the receiving Party;

(IV) is independently developed by or for the receiving Party without use of the Confidential Information;

(d) In the event any Party receives a request to disclose any Confidential Information under the terms of a valid and effective order issued by a court of competent jurisdiction or a governmental body, such Party shall (I) immediately notify the Party that furnished such Confidential Information of the existence, terms and circumstances surrounding such request, (II) consult with such Party on the advisability of taking legally available steps to resist or narrow such request, and (III) exercise reasonable best efforts, at the expense of the Party producing such Confidential Information, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information as may be disclosed. Any request to disclose Confidential Information as set out herein, shall not affect the confidentiality of the disclosed information.

(e) Nothing in this Clause prevents SCRIPTBOOK from disclosing the existence of this Agreement with the Subscriber and using this information in relations with existing and potential investors, subscribers and other relevant parties, it being provided that SCRIPTBOOK shall not disclose the terms of this Agreement except in accordance with this Clause.

CLAUSE VIII.
TERM; TERMINATION

8.01 **Term**. The Agreement shall be valid for the term as indicated on the Subscription Agreement. The Term will begin on the effective date of signing and remain in effect for the duration of any active Subscription Period, including any renewal terms, unless otherwise terminated in accordance with 8.02 or 8.03.

8.02 **Termination for Material Breach**. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the Party in breach shall have thirty (30) days to cure such breach or breaches and this Agreement shall terminate in the event that such a cure is not made by the end of said period. The claim of material breach justifying termination shall be limited to the specific breach set forth in the above written notice as explained.

8.03 **Termination in the event of bankruptcy**. If either Party files a petition in bankruptcy for liquidation, or ceases doing business in the ordinary course, this Agreement shall terminate forthwith.

8.04 **Consequences of Termination**. Upon termination of this Agreement, clauses V, VI, VII, VIII and IX shall survive the termination of this Agreement.

CLAUSE IX.
MISCELLANEOUS

9.01 **Entire Agreement.** This Agreement collectively sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

The Subscription Agreement (a) is deemed to incorporate this Agreement and all appendices and exhibits, unless otherwise expressly provided in that Subscription Agreement; (b) constitutes the exclusive terms and conditions with respect to the

subject matter of that Subscription Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Subscriber to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties regarding that Subscription Agreement, and supersedes any prior or contemporaneous agreements (verbal or written) with respect to the subject matter of the Subscription Agreement. In the event of any conflict between this Agreement, any appendix and Trial Subscription Agreement, this Agreement will take precedence unless otherwise expressly provided in the appendix or Trial Subscription Agreement. The original and binding text of this Agreement is in English and any translation is for reference purposes only.

9.02 **Independent Contractors**. In making and performing this Agreement, Subscriber and SCRIPTBOOK act and shall act at all times as independent contractors and nothing contained in this Agreement or any Trial Subscription Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between Subscriber and SCRIPTBOOK. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.

9.03 **Amendments; Modifications**. No amendment, modification or attempt to supersede or cancel any of the terms, covenants, representations, warranties or conditions hereof or any Trial Subscription Agreement shall be effective unless such amendment, modification or direction to supersede or cancel such term, covenant, representation, warranty or condition is executed in writing by Subscriber and SCRIPTBOOK or, in the case of a waiver, by or on behalf of the Party waiving compliance. No waiver by any Party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

9.04 **Assignment**. Subscriber shall not assign this Agreement (including through operation of law) to any third party other than Affiliates without SCRIPTBOOK's prior written approval which shall be not withheld unreasonably.

9.05 **Severability**. The provisions of this Agreement shall be severable, and if any of them are held invalid or unenforceable for any reason, such provision shall be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or

unenforceability of one or more of the provisions contained in this Agreement shall not affect any other provisions of this Agreement.

9.06 **Intellectual Property**. SCRIPTBOOK retains all ownership and intellectual property rights to the Platform, the Services and all associated software. The Subscriber must not copy or use them in any way without our prior and written authorization.

9.07 **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of Belgium without regard to conflicts of laws principles.

9.08 **Forum**. The exclusive jurisdiction and venue of any lawsuit between the Parties arising under this Agreement or out of transactions contemplated hereby shall be the courts of Antwerp, Belgium and each of the Parties hereby submits itself to the exclusive jurisdiction and venue of said courts for the purposes of such lawsuit. This choice of jurisdiction and venue does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

9.09 **Counterparts**. This Agreement may be executed in any number of counterparts but at least one for each Party, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

9.10 **Effect**. The Agreement shall be binding upon and inure to the benefit of each Party hereto, and their respective successors and assigns.

9.11 **Force Majeure**. Force Majeure events shall excuse the affected party from its obligations under this Agreement so long as the event and its effects continue. Force Majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government. As soon as feasible, the non-performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the Force Majeure event, and (b) the steps it is taking to mitigate its effects. If the Force Majeure event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.

<u>**TERMS OF USE OF THE WEBSITE**</u>

This version is in effect since the 23rd of February 2015

1. Terms of Use

The website http://www.scriptbook.io (hereafter the "Website") is managed by the **private limited liability company incorporated under Belgian law "ScriptBook"**, with registered offices at BE–9160 Lokeren (Belgium), Gasstraat 37 W8, registered at the Register of Legal Entities of Antwerp, section Antwerp, under the number 0567.613.217 and known by the VAT-administration under the number BE 0567.613.217(hereinafter "ScriptBook").

These terms of use (hereafter the "Terms of Use" or the "Agreement") constitute a legally binding agreement between ScriptBook and you (hereafter "you" or "your").

The Terms of Use govern your use of the Website and the content, information and services provided through the Website. It exempts ScriptBook, and other relevant persons, from liability or limits their liability and contains other important provisions that you should read.

ScriptBook may, in its discretion, change, supplement or amend these Terms of Use as they relate to your future use of the Website from time to time, for any reason, and without any prior notice to or liability towards you or any other relevant person. You may not change, supplement, or amend these Terms of Use in any manner.

Each time you use the Website, the Terms of Use as they then read will govern your use. Accordingly, when you use the Website you should check the date of these Terms of Use (which appears at the top of these Terms of Use) and review any changes since the last version.

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agreement of all persons you represent, without limitation or qualification, to be bound by these Terms of Use, and you represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and all persons you represent. If you do not agree with each provision of this Agreement, or you are not authorized to agree with and accept the Terms of Use, or become dissatisfied with the Website in any way you must cease using the Website.

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- Privacy Policy of ScriptBook
- Cookie Policy of ScriptBook

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4. Disclaimer, liability, exclusion, liability limitation, release and indemnity

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There will not be any representations, warranties or conditions created by a course of dealing, course of performance or trade usage. You are solely responsible for obtaining, configuring and maintaining all computer hardware, software, telephone services, and other equipment and services necessary for you to use the Website.

The internet is not a secure medium, may be subject to interruption and disruption, and inadvertent or deliberate breaches of security and privacy. The operation of the Website may be affected by numerous factors beyond Scriptbooks control. The operation of the Website may not be continuous or uninterrupted, secure or private.

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b. the Website will be available or will function without interruption or will be free of errors or that any errors will be corrected;
c. the Website will meet your requirements;
d. the information contained in the Website or derived from the Website will be accurate, complete, sequential, or timely;
e. certain or any results may be obtained through the use of the Website;

f. the use of the Website, including the browsing and downloading of any information, will be free of viruses, trojan horses, worms or other destructive or disruptive components; or

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You hereby release, remise and forever discharge ScriptBook and each of its providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist, which arise from, relate to, or are connected with your use of the Website.

4.4 Indemnity

You agree to indemnify, defend and hold harmless ScriptBook and each of its providers and all of their respective franchisees, partners, agents, directors, officers, employees, information providers, service providers, suppliers, subcontractors, licensors and licensees, and all other related, associated, or connected persons (hereinafter collectively the "Indemnified Parties") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with your use of the Website or your breach of this Agreement.

You will assist and cooperate as fully as reasonably may be required by the Indemnified Parties in the defense of any claim or demand. Advice and information provided by ScriptBook and its providers or their respective representatives, whether oral or written, will not create any representation, warranty or condition or

vary or amend this Agreement, including the above disclaimer, liability exclusion, liability limitation, release and indemnity provisions, and you may not rely upon any such advice or information.

5. Termination of this Agreement and the Website

ScriptBook may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it without any notice to or liability towards you or any other person.

You agree that any termination of your access to the Website under any provision of these Terms of Use may be effected without prior notice. Further, you agree that ScriptBook shall not be liable to you or any third party for any termination of your access to the Website.

If this Agreement or your permission to access or use the Website is terminated by you, or by a person you represent, or by ScriptBook, then: (a) these Terms of Use and all other then existing agreements between ScriptBook and any person you represent will continue to apply and be binding upon you and any person you represent, jointly and severally, regarding your prior access to and use of the Website, and anything connected with, relating to or arising therefrom; and (b) ScriptBook may continue to use and disclose your personal information in accordance with the Privacy Policy as amended from time to time.

6. Miscellaneous Matters

6.1 Governing Law – Dispute Resolution

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to the sole jurisdiction of the courts of the registered office of ScriptBook.

6.2 English is Governing Language

This Agreement is in English and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by ScriptBook are for informational purposes only and it is your obligation to obtain independent legal advice at your own expense to ensure you understand the terms of this Agreement.

6.3 Assignment

ScriptBook may freely assign or transfer any or all of the rights and obligations described under this Agreement without your consent and without notice to you. You may not assign this Agreement or any of your rights and duties hereunder without the prior written consent of ScriptBook. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

6.4 Severability

If any provision of this Agreement is declared or determined by any court to be unenforceable or invalid: (i) the validity of the remaining parts, terms or provisions shall not be affected by that determination; (ii) the unenforceable or invalid part, term or provision shall not be deemed to be part of this Agreement; and (iii) such court may substitute a provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by applicable law.

6.5 Publicity

You shall not issue or make any publicity release (including press releases and advertising or solicitation materials) or other public statement: (i) relating to this Agreement; (ii) using ScriptBook name or referencing to ScriptBook or its services; or (iii) suggesting or implying any endorsement by ScriptBook of you and/or any services without the prior written approval of ScriptBook, which ScriptBook may withhold at its sole discretion.

6.6 Entire Agreement

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. ScriptBook reserves the right to amend this Agreement at any time.

6.7 Waiver

The waiver or failure by ScriptBook to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of ScriptBook set forth in this Agreement are cumulative and are in addition to any rights or remedies ScriptBook may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

6.8 Force Majeure

ScriptBook shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, ScriptBook.

6.9 Headings/Interpretation

The table of contents and the descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.