

Terms and Conditions of AVANTCHA™

These Terms govern

- the use of AVANTCHA™, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

AVANTCHA™ is provided by:

ATLAS TEA DMCC
PO Box 71552
Dubai, UAE
Tel: +971 4 338 9114

Owner contact email: info@avantcha.com

Information about AVANTCHA™

ATLAS TEA DMCC maintains the AVANTCHA.com Website ("Site"). The following are the terms of use that govern use of the Site ("Terms of Use"). By using the Site you expressly agree to be bound by these Terms of Use and the AVANTCHA.com privacy policy and to follow these Terms of Use and all applicable laws and regulations governing use of the Site. ATLAS TEA DMCC reserves the right to change these Terms of Use at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. We will note when there are updates to the Terms of Use at the bottom of the Terms of Use. If you violate these Terms of Use, ATLAS TEA DMCC may terminate your use of the Site, bar you from future use of the Site, and/or take appropriate legal action against you.

LIMITED LICENSE. You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the Site pursuant to the requirements and restrictions of these Terms of Use. ATLAS TEA DMCC may change, suspend, or discontinue any aspect of the Site at any time. ATLAS TEA DMCC may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Site. You shall have no rights to the proprietary software and related documentation, if any, provided to you in order to access the Site. Except as provided in the Terms of Use, you shall have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Site, or any of its contents (including software) in whole or in part.

SITE OPERATION: United Arab Emirates is our Country of Domicile. ATLAS TEA DMCC controls this Site from the U.A.E. ATLAS TEA DMCC makes no representation that this Site is appropriate for use in other locations. If you use this Site from other locations you are responsible for ensuring compliance with local laws. You may not use, export or re-export any materials from this Site in violation of any applicable laws or regulations, including, but not limited to any U.A.E export laws and regulations.

APPLICABLE LAW. The Laws of the United Arab Emirates shall govern the use of the Site and the Terms of Use, without regards to conflict of laws principals. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in U.A.E.

MULTI-CURRENCY PRICED TRANSACTION, the displayed price and currency selected by you, will be the same price and currency charged to the Card and printed on the Transaction Receipt.

PURCHASES. ATLAS TEA DMCC accepts payment by Visa or Mastercard debit and credit cards in USD, EUR, GBP, SAR, HKD, SGD, and AED for its products and services. All online purchases are also governed by the terms and conditions of respective merchant service providers. Please review respective merchant service provider's user agreement and privacy policy before entering any transaction. Interpretation. These Terms of Use supersede all other written and oral communications or agreements with regard to the subject matters discussed in these Terms of Use. A waiver or modification of these Terms of Use will only be effective if made in writing signed by an authorized officer of ATLAS TEA DMCC. All refunds will be made onto the original mode of payment.

OFFICE FOREIGN ASSETS CONTROL (OFAC) SANCTIONED COUNTRIES. ATLAS TEA DMCC will not trade with or provide any services to individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries AND individuals, groups, and entities, such as terrorists and narcotics traffickers designated under the OFAC programs that are not country specific.

REPRESENTATIONS BY YOU. By visiting the Site, you represent, warrant and covenant that (a) you are at least 18 years old; (b) that all materials of any kind submitted by you to ATLAS TEA DMCC through the Site or for inclusion on the Site will not plagiarize, violate or infringe upon the rights of any third-party including trade secret, copyright, trademark, trade dress, privacy, patent, or other personal or proprietary rights. The customer using the website who are Minor /under the age of 18 shall not register as a User of the website and shall not transact on or use the website.

PERMITTED USE. You agree that you are only authorized to visit, view and to retain a copy of pages of this Site for your own personal use, that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than for personal use, unless otherwise specifically authorized by ATLAS TEA DMCC to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorized by ATLAS TEA DMCC to do so. The content and software on this Site is the property of ATLAS TEA DMCC. The cardholder must retain a copy of transaction records and Merchant policies and rules.

YOUR ACCOUNT. If you use avantcha.com Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account from any devices, and you agree to accept responsibility for all activities that occur under your account or password. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

NO COMMERCIAL USE. This Site may not be used by you for any commercial purposes such as to conduct sales of merchandise or services of any kind. You must obtain ATLAS TEA DMCC's prior written consent to make commercial offers of any kind on the Site, whether by advertising, solicitations, links, or any other form of communication. ATLAS TEA DMCC will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site.

LINKS AND SEARCH RESULTS. The Site may automatically produce search results that reference and/or link to third party sites throughout the World Wide Web. ATLAS TEA DMCC has no control over these sites or the content within them. ATLAS TEA DMCC does not guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. ATLAS TEA DMCC does not endorse the content of any third party site, nor does it make any representation or warranty about these sites, including that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against ATLAS TEA DMCC for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, you may notify us at info@avantcha.com.

COPYRIGHT POLICY. ATLAS TEA DMCC may terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. If you submit information to this Site, you warrant that the information does not infringe the copyrights or other rights of third parties.

INTELLECTUAL PROPERTY. Although ATLAS TEA DMCC is not responsible for the content, quality or accuracy of data provided by users, compilations of such data, text, information and other materials made available to users through ATLAS TEA DMCC's system. The Online Materials are ATLAS TEA DMCC's intellectual property, and are protected by U.S. and international intellectual property laws. The On-line Materials may not be copied or redistributed either in whole or in part without prior written consent of ATLAS TEA DMCC, except as expressly and specifically permitted under these Terms of Use.

The On-line Materials are and will remain the exclusive property of ATLAS TEA DMCC. All rights, titles and interests in and to the On-line Materials will be and remain vested solely in ATLAS TEA DMCC. Under no circumstances will you have any right, directly or indirectly, to own, use, copy, loan, sell, rent, lease, license, sublicense, redistribute, assign or otherwise convey the On-line Materials, or any rights thereto, except as expressly and specifically provided in the Terms of Use. Nothing in these Terms of Use will convey to you any right, title or interest, except that of a license with the express rights and subject to all limitations herein. Nothing in these Terms of Use grants you the right, directly or indirectly, to use the On-line Materials to create a product for resale or to use the On-line Materials in any way that competes with ATLAS TEA DMCC.

You acknowledge and agree that ATLAS TEA DMCC will own all rights, titles and interests in and to any copy, translation, modification, adaptation, derivative work or improvement of the On-line Materials made by or for you. At ATLAS TEA DMCC's request, you must execute, or obtain the execution of, any instrument that may be necessary to assign these rights, titles or interests to ATLAS TEA DMCC or perfect these rights, titles or interests in ATLAS TEA DMCC's name. **DISCLAIMER OF WARRANTY, LIMITATION OF DAMAGES.** ATLAS TEA DMCC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

WARRANTY OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS IN RELATION TO THE AVAILABILITY,

ACCURACY, VALIDITY, RELIABILITY OR CONTENT OF THESE PAGES AND/OR THE SITE. ATLAS TEA DMCC ALSO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION THAT IS SUBMITTED, DISPLAYED OR UPLOADED THROUGH THE SITE BY ANY USER. ATLAS TEA DMCC SHALL NOT BE LIABLE FOR ANY DIRECT,

INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR FOR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SITE, EVEN IF ATLAS TEA DMCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIABILITY OF ATLAS TEA DMCC WOULD IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT OF LIABILITY PERMITTED BY LAW.

VIOLATION OF TERMS OF USE. You understand and agree that in ATLAS TEA DMCC's sole discretion, and without prior notice, ATLAS TEA DMCC may terminate your access to the Site, or exercise any other remedy available and remove any unauthorized user information, if ATLAS TEA DMCC believes that the information you provide has violated or is inconsistent with these Terms of Use, or violates the rights of ATLAS TEA DMCC, or any third party, or violates the law. You agree that monetary damages may not provide a sufficient remedy to ATLAS TEA DMCC for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. ATLAS TEA DMCC may release user information about you if required by law or subpoena.

INDEMNITY. You agree to indemnify and hold ATLAS TEA DMCC, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site, or your breach of the Terms of Use.

LICENCE GRANTED TO YOU. By providing materials to ATLAS TEA DMCC, including by submitting or uploading content or materials for use on the Site you represent and warrant that you or the owner of all rights to such content or materials has expressly granted ATLAS TEA DMCC an irrevocable world-wide right in all languages and in perpetuity to use and exploit all or any part of the content and materials provided by you. ATLAS TEA DMCC may publish and distribute any such submitted content or materials at its sole discretion by any method now existing or later developed. You agree that you shall waive all claims and have no recourse against ATLAS TEA DMCC for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to ATLAS TEA DMCC. Any communication or materials you send to ATLAS TEA DMCC will be treated as non-confidential and nonproprietary and may be disseminated or used by ATLAS TEA DMCC for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services.

ADVERTISING. The Site may contain advertisements and/or sponsorships. The advertisers and/or sponsors that provide these advertisements and sponsorships are solely responsible for insuring that the materials submitted for inclusion on the Site are accurate and comply with all applicable laws. ATLAS TEA DMCC is not responsible for the acts or omissions of any advertiser or sponsor.

SEVERABILITY. If any provision of the Terms of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Headings & section titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.

What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using AVANTCHA™.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using AVANTCHA™, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by AVANTCHA™.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on AVANTCHA™

Unless where otherwise specified or clearly recognizable, all content available on AVANTCHA™ is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on AVANTCHA™ infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on AVANTCHA™ - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on AVANTCHA™, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on AVANTCHA™, the User may download, copy and/or share some content available through AVANTCHA™ for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to external resources

Through AVANTCHA™ Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

AVANTCHA™ and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of AVANTCHA™ and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to AVANTCHA™ or the Service, terminating contracts, reporting any misconduct performed through AVANTCHA™ or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as AVANTCHA™ has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

AVANTCHA™ is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users’ requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users’ own risk and Users shall be solely responsible for any damage to Users’ computer system or mobile device or loss of data that results from such download or Users’ use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users’ web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;**
- any errors, mistakes, or inaccuracies of content;**
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- any unauthorized access to or use of the Owner’s secure servers and/or any and all personal information stored therein;**
- any interruption or cessation of transmission to or from the Service;**
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- **User's use of and access to the Service, including any data or content transmitted or received by User;**
- **User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**
- **User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- **User's violation of any statutory law, rule, or regulation;**
- **any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- **User's wilful misconduct; or**
- **statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of AVANTCHA™ and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of AVANTCHA™.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to AVANTCHA™ are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with AVANTCHA™ are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or

international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of AVANTCHA™ must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher

applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

UK Consumers

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.

US Users

Each party specifically waives any right to trial by jury in any court in connection with any action or litigation.

Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.

Definitions and legal references

AVANTCHA™ (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Owner (or We)

Indicates the natural person(s) or legal entity that provides AVANTCHA™ and/or the Service to Users.

Service

The service provided by AVANTCHA™ as described in these Terms and on AVANTCHA™.

Terms

All provisions applicable to the use of AVANTCHA™ and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using AVANTCHA™.

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: November 13, 2023