



TERMS AND CONDITIONS

WHO WE ARE

1.1. We are exportsy (EXPORTSY Digital SL) a company registered in Spain (company number B72810476) whose registered office is Antonio Machín 31-Bajo Izquierda. 41009 Seville.

Our VAT Registration number is ESB72810476

1.2. exportsy is a web-based platform for businesses (and not, in any circumstances, consumers) in the Food and Beverage industry to buy and sell products on a secure, vetted and trusted site. Every member/user is vetted and approved by us before being able to trade on our platform. We also check and verify all trades made through our site/platform.

1.3. exportsy is a members/users' only website.

1.4. These terms and conditions set out the terms in respect of the exportsy platform and your use of the site. If you wish to use our site then we require you to accept these terms and conditions as part of the registration process. If you have any questions regarding these terms and conditions please contact us on international@exportsy.com

DEFINITIONS

The following definitions are used throughout these terms and conditions:

2.1. "us", "we", "our" means EXPORTSY Digital SL

2.2. "you", "your" means a Purchaser or Seller, Distributor or Brand Owner, either individually or together, as applicable

2.3. "Purchaser" or "Distributor" means a member that purchases any products advertised for sale via the platform

2.4. "Seller" or "Brand Owner" means a member that offers for sale products on the platform.

REGISTER

3.1. To access our site, to view any products available to purchase, to list any products for sale or to make any trade you will first need to register as a member/user.

3.2. To register as a member/user you will need to complete our registration application form. As part of the membership registration process, you will be asked to provide information such as your

organization name, business address, company registration number, VAT number (if applicable) and contact details (including a business email address).

3.3. You must notify us of any change to the information you provide as soon as possible after the change occurs.

3.4. We will review your application form and undertake certain verification processes to verify that the information you have provided is true and accurate. This may involve us passing certain pieces of information you provide to us to third parties to conduct such verification searches on our behalf. Our approval of your application is at our sole discretion and we reserve the right to remove your access to our site at any time.

3.5. The person that completes the membership registration process on your behalf will be asked to confirm that you accept and agree to be bound by these terms and conditions. If you do not accept these terms and conditions you may not use our site.

3.6. By completing the membership registration process:

3.6.1. you represent and warrant to us that: (i) you are registering to use the site in the course of your business; and (ii) all of the information that you have provided as part of the registration process is complete, accurate and up to date; and

3.6.2. the person that completes the registration process on your behalf represents and warrants to us that he/she: (i) is authorized to act for you for the purposes of making your membership application; and (ii) has the capacity to understand and accept these terms and conditions on your behalf.

3.7. If you breach any of these terms and conditions, we may, at our sole discretion suspend or terminate part or the whole of your access to our site. Such suspension or termination may also result in pending trades being terminated and any potential liability in relation to those cancelled trades will be your responsibility.

MEMBERSHIP/SUBSCRIPTION FEES

4.1. To be a member/user of exportsy, Sellers/Brand Owners are required to select a monthly subscription plan in order to access and utilize the platform. On the other hand, the exportsy platform comes at no cost for Purchasers/Distributors.

4.2. Before the end of your subscription period, and usually once per month (Monthly Subscription Period) you will be asked to confirm that you continue to agree to our terms and conditions and that all the information we hold on your company is complete and up to date. If you do not complete all of the steps set out in this paragraph 4.2, before the end of a Monthly Subscription Period in respect of the next Monthly Subscription Period, your subscription will be terminated and you will not be able to use our site/platform.

4.3. We may from time to time change the subscription fees we charge. Such changes will be available on our site, or we will notify you of the increase or decrease in the membership fees upon subscription renewal.

4.4. Subscription fees (where the same are charged) are non-refundable.

MEMBERS/USERS

5.1. If we approve your application to be a member/user, and once we have received your membership fee, we will send an email, to the email address you provided on your application form to confirm your account is ready to use.

5.2. You are responsible for all consequences arising from the use or misuse of your username and password. In particular, you acknowledge and agree that instructions and actions transmitted via the site using your username will be deemed to have originated from you.

5.3. You must ensure that your username and password are kept secret at all times and not disclosed to any unauthorized person. You must inform us immediately if you become aware or suspect that some or all of your username or password is known by any person other than the relevant authorized user so that we can take appropriate action to prevent the misuse of such information.

THE EXPORTSY PLATFORM

6.1. You may only buy and sell Food and Beverage products in wholesale quantities on the exportsy platform. Any beverages that are stored in cases may only be sold if the cases are unopened and retain their original seal.

6.2. The platform works by a member posting Food and Beverage products that it would like to sell. Another member of the platform may either:

6.2.1. make an offer to purchase the products at a lower price than the price offered by the Seller/Brand (subject to acceptance by the seller/brand);

6.2.2. make an offer to purchase a portion of the products (subject to acceptance by the seller/brand and a price to be agreed between the parties); or

6.2.3. buy the products at the price offered by the seller/brand. The terms and conditions upon which these transactions take place are set out below.

PLACING FOOD AND BEVERAGE PRODUCTS ON THE EXPORTSY PLATFORM FOR SALE

7.1. All products posted on our platform will need to be approved by a member of our team before it goes live. You acknowledge and agree that each offer you make to sell products on the exportsy platform is a firm and unconditional offer to sell, which, until withdrawn or amended by you in accordance with paragraph 7.3, may be accepted by a purchaser at any time in accordance with paragraph 6.2.3.

7.2. All products must be offered for sale in the currency allowed by the platform.

7.3. You may amend, vary or withdraw an offer to sell in accordance with the site procedures for amending, varying or withdrawing offers. Any amendment, variation or withdrawal you make will be deemed to take effect from the time when it is posted on the site. To avoid doubt, you are not permitted to vary, amend or withdraw offers to sell once the stock has been purchased or after the bidding process in relation to the stock has commenced.

7.4. You warrant and represent to us that:

7.4.1. all information provided by you in relation to the offer, including the description and condition of the products offered for sale, is accurate, complete and up-to-date;

7.4.2. all products conform to these terms and conditions and are authentic;

7.4.3. all products offered for sale are fit for human consumption and meet the requirements for sale of Food and Beverages in the European Union;

7.4.4. you are the legitimate owner of the products offered for sale; and

7.4.5. you are able legally and legitimately to transfer to the purchaser title to the products offered for sale free from all charges, liens and other third party rights and encumbrances.

7.5 If you purchase products that are designated for sale only in a specific market (such as the European Economic Area), that stock is sold on the basis that:

7.5.1 it is sold on the condition that you undertake to us that the products will not at any time subsequent to sale to you become available for purchase in any territory outside the designated market or on ships or from aircraft stores or in any duty-free shop or other duty-free retail establishments wherever situated. We and any relevant trademark owners do not consent to the use of our/their trademarks in relation to sales of products outside of that designated market;

7.5.2 if the condition in clause 7.5.1 above is breached, we may without prejudice to any of our other rights or remedies suspend or cancel (in whole or in part) further deliveries, without any further liability to you.

7.5.3 in addition to our remedy at clause 7.5.2, and without prejudice to any other rights or remedies, if you breach the condition at 7.5.1, you will fully and effectively indemnify us in respect of any damage, expenses, levies, fines or losses (including but not limited to any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs, (calculated on a full indemnity basis) and all other reasonable costs and expense) suffered or incurred by us arising out of or in connection with your breach of this condition, (including reasonably incurred professional costs);

7.5.3 the products may be sold on the further condition that you undertake to us that they will not at any time subsequent to sale to you become the subject of duty evasion. If at any time we reasonably suspect that this condition has been or will be breached by you, then, without prejudice to any of our other rights or remedies, we may at our discretion: (a) continue to supply the products to you, but only on a duty-paid basis; (b) suspend or cancel (in whole or in part) further deliveries, without any further liability to you; (c) request you to supply full details (including name, address, type and quantity of products supplied) of the persons to whom the products were resold and you shall supply these details; and/or (d) withdraw credit facilities and, in our sole discretion, make further supplies on a cash-with-order basis only; and

7.5.4 you shall procure that purchasers of the products from you are subject to the same (or equivalent) conditions as those set out in this clause 7.

7.6. Any member who breaches any of these terms may be suspended or removed from the platform by exportsy.

PLACING AN OFFER TO PURCHASE PRODUCTS ON THE EXPORTSY PLATFORM

8.1. You may either:

8.1.1. Buy now – if you select to ‘buy now’ you acknowledge and agree that this is a firm and unconditional offer to buy the products in the quantity and at the price advertised on the site;

8.1.2. Make an offer – you may either make an offer to:

(a) Purchase a lower quantity of the products advertised for sale by another user and propose such price you are prepared to pay;

(b) Purchase the entire quantity of products advertised for sale by another user at a lower price.

8.2. Any offers made under paragraph 8.1.2 are subject to the seller's acceptance. We will communicate your offer to the seller in accordance with paragraph 9.3 below.

8.3. The minimum amount per transaction is 500.00€

8.4. Once communicated to a seller you may not amend, vary or withdraw an offer.

8.5. In relation to each offer or purchase you make to buy products you warrant and represent to us that:

8.5.1. all information provided by you in relation to the offer is accurate, complete and up-to-date;

8.5.2. your offer and your purchase of products via our platform does not, and will not, breach any applicable law, statute or regulation; and

8.5.3. you have the necessary funds to be able to buy the products you have offered to buy or purchase.

PHOTOGRAPHS

9.1. A potential Purchaser may request photographs of any products available for sale on our platform and any case within which the products are contained for distribution.

9.2. A Seller may upload a set of photographs which will include three photographs:

9.2.1. Front of the product;

9.2.2. Back of the product; and

9.2.3. The case within which the products are contained.

FACILITATING TRANSACTIONS

10.1. We will act as a facilitator for any offers to purchase any products offered for sale on our site. If we receive an offer from a purchaser to buy products offered for sale we will notify the seller of the terms of such offer to the email address provided at the time of registration.

10.2. If we receive an offer to 'buy now' we will email the relevant seller and purchaser by email to confirm that the products have been purchased and will remove the post for sale from our site. A legally binding contract of sale is made between the seller, us and the other member as purchaser at the time that purchaser clicks 'buy now'. We will send each party a confirmatory email notifying them of the agreement.

10.3. Each contract of sale is a separate agreement between the Seller, us and the Purchaser and incorporates these terms and conditions. A contract of sale consists of the Seller's offer to sell posted on the site, and our email notifying you either that the Purchaser has accepted the Seller's offer to sell or that the Seller has accepted the Purchaser's offer to purchase at a lower price or not the full volume on offer, and these terms and conditions, to the exclusion of all other terms and conditions (including any terms and conditions which either the Seller or the Purchaser may purport to apply under any purchase or sales order, confirmation of order, invoice or similar document), and supersedes all prior agreements, arrangements, statements and understandings in respect of the same.

TRANSACTION FEE

11.1. We will charge the Seller a transaction fee of 4% of the value of the trade. The 4% fee shall be charged in the Euro currency.

11.2. For Sellers this will be deducted from the funds remitted to them in accordance with paragraph 15.2 below.

HANDLING FEES

12.1. We accrue a warehouse charge for Handling Fees which is payable by the Seller and the Purchaser. All handling fees will be paid in the currency the transaction occurred in.

Handling Fees are all-inclusive and cover the following:

- 1/Unloading of the products
- 2/Clearance of Customs Documents
- 3/Inspection of goods
- 4/Storage for two weeks period
- 5/Escrow
- 6/Admin Fees

12.2. Spirits, Champagnes and Wines

1–500 cases will be charged at 0.08€ per bottle. Handling Fees for 501-1000 cases will be charged at 0.06€ per bottle. Handling Fees 1001 – 2000 cases will be charged at 0.05€ per bottle. For 2000 cases and above the Handling fee will be 0.04€ per bottle.

Beers, Soft Drinks, Mixers and Energy Drinks

- 5 pallets -100 €
- 10 pallets -137.50 €
- 15 pallets -175 €
- 20 pallets -212.50 €
- 25 pallets -250 €
- 30 pallets -287.50 €

DELIVERY, TITLE AND RISK

The terms of our license to operate this website, require us to take ownership of the goods prior to collection by the Purchaser from our bonded warehouse. As a result, two contracts will take place simultaneously, the purchase of the products from the Seller by us and the sale of the same products to the Purchaser by us. Ownership of the products will pass to us prior to collection by the Purchaser. All payments are still subject to the escrow arrangements and unless prohibited by law, should a sale not proceed, title in the relevant products will revert to the Seller.

Sellers/Brand Owners

13.1. In relation to each contract of sale, you must deliver the products at your own cost to our bonded warehouse (the details of which we will notify you via email) within 14 days of the date that the contract of sale is made. If the Seller delays its delivery past the 14-day window and unless there is prior consent from both parties, the Buyer may have the right to cancel its purchase subject to final agreement from exportsty.

13.2. You are responsible for complying with any export and import requirements that may apply in respect of any products you deliver to us. Any costs, charges or fines payable in respect of inaccurate or incomplete documentation will be payable by you.

13.3. Upon delivery to our warehouse, the title of goods will pass to 'exportsty' and remain with us until the goods are delivered or transferred to the Purchaser. Risk passes to us once the products have been delivered to our warehouse and our authorized representative has signed a proof of delivery note for the shipment.

Purchasers/Distributors

13.4. In relation to each contract of sale, you are responsible for organizing the collection of any products purchased via our site from our designated bonded warehouse within 7 days of the stock arriving at our warehouse at your own cost. If you fail to collect your products within 7 days of the stock arriving at our warehouse, we may charge you a storage fee.

13.5. We will notify you of the estimated delivery date of the products from the Seller and confirm to you via email the date the products are delivered.

13.6. Title to the products purchased passes to you at the time we receive from you full payment in cleared funds for:

13.6.1. the products; and

13.6.2. all other related sums which are or which become due to us from you on any account.

13.7. Until title to the products pass to you, you shall:

13.7.1. hold the products on a fiduciary basis as our bailee and not sell the products on to a third party; and

13.7.2. maintain and store the products in satisfactory condition and in accordance with industry-accepted standards.

13.8. Risk in the products passes to you at the time you collect the products from our warehouse.

CONFORMITY OF PRODUCTS

14.1. Upon receipt of goods from a Seller our third-party handling agent will undertake a verification check of the goods received to check they comply with the terms of the advert. The products will not be deemed to have been accepted by the Purchaser until we have received confirmation from them within 24 hours after their receipt of the stock that it has been accepted. The goods are deemed accepted if the Purchaser does not reject them in such time.

14.2. If we determine that the products do not conform with the terms of the offer specified by the Seller, we will notify the Seller promptly and either arrange for the goods to be returned to the Seller (at its cost) or facilitate a discussion with the Purchaser in relation to revising their offer. We will charge

the Seller our reasonable storage fees for storing the products in our warehouse until a revised trade can be negotiated.

14.3. If we receive products that we suspect to be counterfeit, we reserve the right to send any such products to the producer, the local agent, or another recognized expert for verification. Any products that are confirmed as counterfeit will be held by us or the relevant authorities while the suspected fraud is investigated. The trade will be cancelled and we reserve our right to suspend or remove the Seller from our site. You will indemnify us in respect of any costs we reasonably incur in carrying out our obligations pursuant to clause 14.3.

14.4. If we do not receive the products within 14 days of the date that the contract of sale is made then we may suspend a Seller's right to use the site and charge it reasonable compensation on behalf of the Purchaser for every day that the delivery of the products is delayed.

PAYMENT

15.1. In relation to each contract of sale, the Purchaser shall make payment to EXPORTSY Digital SL.

15.2. Upon transfer of the products to another account held at the designated warehouse in accordance with a Triggering Event (as defined in escrow terms), exportsy shall release the funds held in escrow to the Seller (if the goods purchased pass our verification checks and are accepted by the Purchaser) or refunded to the Purchaser (if the products fail our verification checks or are rejected by the Purchaser as they fail to meet the standards set out in paragraph 7.4).

15.3. You grant us authorization (both as a Seller and Purchaser) to deduct our commission and any additional fees we have incurred (for example for Handling Fees) from the funds held in escrow before they are remitted to the receiving party.

15.4. You are responsible for paying any duty, value-added tax and/or other sales taxes and/or any customs, import or export duties and/or any other miscellaneous charges that may be incurred on any transaction made via our platform. We will not be liable for any duty, value-added tax and/or other sales taxes and/or any customs, import or export duties we are liable to pay on any products sold via our platform.

15.5. All payments made on our platform will be made in the currency permitted by the platform. Payments in other currencies are not permitted.

15.6. All payments must be made via the Escrow Account or direct bank transfer. We will not accept payment made by any other method.

15.7. Please note that in respect of each sum you owe us you are obliged to ensure that we receive in cleared funds a sum equal to the total amount you owe us. This means that it is your responsibility to cover any bank charges applied by your bank in respect of the payment and to ensure that the amount that reaches our bank account net of bank charges is equal to the total amount you owe us, including any VAT.

AVAILABILITY OF THE SITE/PLATFORM

16.1. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

16.2. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

16.3. We do not guarantee that our site will be secure or free from bugs or viruses.

16.4. You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

16.5. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKS

17.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

17.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

17.3. You must not establish a link to our site on any website that is not owned by you.

17.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

17.5. We reserve the right to withdraw linking permission without notice.

17.6. If you wish to link to or make any use of the content on our site other than that set-out above, please contact international@exportsy.com

17.7. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

17.8. We have no control over the contents of those sites or resources.

SITE CONTENT/PLATFORM

18.1. Information posted on our site is either posted by us or by members/users. We are not responsible for the information posted by members/users.

18.2. Although we take pride in the site and aim to keep it up to date, please note that the information we post may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we post then we recommend that first, you confirm with us that the information you wish to rely on is correct. The content of the site is subject to change at any time.

18.3. Upon becoming a member, you grant to us a non-exclusive, royalty-free, irrevocable and worldwide license to use any images, information, logos, marks, text, graphics, and any other content that you provide to us and/or upload or otherwise add to our site. Such use will include modifying such content and publicly displaying it on our site. We may use this content both whilst you are a member and following the end of your membership. You warrant and represent to us that (i) you have the right to grant to us the rights and licenses granted (or purported to be granted) under this clause; and (ii) the exercise of any of the rights or licenses granted (or purported to be granted) to us under this clause neither infringes nor will infringe the rights (including the intellectual property rights) of any third party.

18.4. 'exportsy' is a Spanish Registered trademark of EXPORTSY Digital SL. You are not permitted to use this without our approval.

18.5. We own or are licensed to use all copyright, trademarks and other intellectual property rights in and/or relating to our site. You may use those intellectual property rights only as set out in these terms and conditions. You may not distribute, disseminate, show in public or create any derivative works of any materials that are not yours that you find on, or copy or download from, the site.

DISPUTES, LIABILITY AND TERMINATION

DISPUTES

Disputes in relation to these terms

19.1. If any dispute arises in connection with these terms and conditions, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Association for the Practice of Mediation and Arbitration (ASEMARB). Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by ASEMARB.

Disputes in relation to any transactions made via our site

19.2. If any dispute arises in connection with the sale or purchase of any products via our site, we will use our reasonable endeavors to connect the Seller and Purchaser to resolve the dispute.

19.3. If a Purchaser and Seller are unable to resolve a dispute amicably via our site, they agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Association for the Practice of Mediation and Arbitration (ASEMARB). Within 14 days of notice of the dispute, the mediator will be nominated by ASEMARB.

19.4. Upon receiving written notification from the appointed mediator in accordance with paragraph 19.3, we shall disclose to the mediator the identity of the seller and the purchaser. Once the identity of a member has been disclosed, we shall allocate a new user number to both parties to protect their identities for continued use on our site.

INDEMNITY

20.1. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach or failure to comply with your obligations under:

20.1.1. these terms and conditions; and/or

20.1.2. any contract of sale between a Seller and Purchaser (as applicable) for the sale or purchase of products via our site.

OUR LIABILITY TO YOU

21.1. Nothing in these terms and conditions shall exclude or limit our liability for:

21.1.1. death or personal injury arising from our negligence;

21.1.2. fraud or fraudulent misrepresentation; or

21.1.3. any other liability that cannot be limited or excluded by law.

21.2. We will not be liable to you under any statute or in contract, tort or otherwise for any indirect or consequential loss or damage which arises out of or in relation to these terms and conditions or any contract of sale between a purchaser and a seller for the sale or purchase of products via our platform including but not limited to loss of profits, loss of business, loss of opportunity and loss of data.

21.3. Our total aggregate liability to you under or in connection with these terms and conditions or the site, (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the lesser of:

21.3.1 10.000€; or

21.3.2 the amount equivalent to the total aggregate fees and charges we have received from you in the calendar year in which the breach or breaches occurred.

TERMINATION

22.1. Either of us may terminate your membership without cause and at any time by giving the other party one month's written notice of termination either by email or by post. Any membership fees paid before the termination of membership shall not be refunded.

22.2. We may terminate your membership with immediate effect by giving you notice of termination by email or post if:

22.2.1. you commit any material or repeated breach of these terms and conditions and either that breach is not capable of remedy, or, if capable of remedy, you fail to remedy the breach within 14 days from the date we notify you of it;

22.2.2. insolvency or winding-up proceedings are instituted by or against you; a receiver, liquidator or administrator is appointed for you; a substantial part of your assets is the object of attachment, sequestration or another type of comparable proceeding; you are unable or admit in writing your

inability to pay your debts as they fall due, or you take or suffer any similar action in any country in which you are resident; or

22.2.3. you make an arrangement or composition with your creditors; you commit an act of bankruptcy; a receiving order is made against you; or you take or suffer any similar action in any country in which you are resident.

22.3. We may also suspend your membership or terminate your membership at our discretion if you commit any breach of these terms and conditions.

22.4. If your membership is terminated:

22.4.1. we will not permit you to upload any more adverts onto the platform and will remove any active adverts you have placed on our site;

22.4.2. you will not be permitted to purchase any products via the platform or make any bids to purchase any products;

22.4.3. you must honor all contracts of sale between a purchase and a seller (as applicable) for the sale or purchase of products through the platform that is concluded prior to the date of termination; and

22.4.4. all rights granted to you by us under these terms and conditions will automatically terminate on termination.

GENERAL

DATA PROTECTION

23.1. We will use any personal information you provide to us to provide the platform.

23.2 Further details of how we will process personal information are set out in (www.expportsy.com)

CONFIDENTIALITY

24.1. We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by paragraph 24.2.

24.2. We each may disclose the other's confidential information:

24.2.1. to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under these terms and conditions. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this paragraph 25;

24.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and

24.2.3. in the context of any dispute resolution or mediation process.

24.3. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under these terms and conditions.

ASSIGNMENT

You must not assign or dispose of any of your rights or obligations under these terms and conditions without our prior written consent.

VARIATION OF THESE TERMS AND CONDITIONS

We may amend these terms and conditions at any time by notifying you by email of the amendments. Unless we inform you otherwise, an amendment will take effect seven days after the date that we post it on the site. Your use of the site after the date an amendment takes effect will be subject to these terms and conditions as amended by that amendment. If an amendment is not acceptable to you, you may terminate your agreement with us by notifying us by email or in writing prior to the date the amendment takes effect.

MISCELLANEOUS

27.1. We will not be liable to you for any breach of our obligations under these terms and conditions or any contract of sale to the extent that the breach is due to circumstances beyond our reasonable control.

27.2. If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

27.3. No delay or failure on the part of you or us in exercising or enforcing any right or remedy under these terms and conditions will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

27.4. Nothing in these terms and conditions and no action taken by you or us under these terms and conditions shall constitute, or be deemed to constitute, between you and us a partnership, association, joint venture or other cooperative entity or arrangement.

27.5. All rights and remedies available to us for breach of these terms and conditions are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

27.6. Subject to paragraph 19, these terms and conditions are governed by and will be construed in accordance with the laws of the Kingdom of Spain and you and we hereby submit to the exclusive jurisdiction of the courts of the Kingdom of Spain.