

SAGEX – TERMS OF USE

Access to and use of the SageX App (“**App**”) and/or website viz., www.SageX.com (“**Website**”) and collectively with the App, the “**Platform**”), including the content, videos, features, and any microsites, blogs and discussion groups that are a part of Platform (“**Services**”) are subject to the following terms, conditions and notices. In case you are accessing the Platform as an authorised End-User of a SageX Client, these Terms of Use are in addition to the Client Services Agreement (the “**Client Services Agreement**”) the that has been executed by the SageX Client and SageX (or an authorised reseller of SageX) that gave you access to the Platform, if applicable. By visiting the Platform, creating an Account, accessing, or otherwise using the Platform you accept and agree to be bound by the terms, conditions and notices set forth herein, including the [Privacy Policy](#) and [Community Guidelines](#), which is incorporated herein by this reference (“**Agreement**”). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THE PLATFORM OR USE THE SERVICE.

To the extent that you are accessing and using the Platform under a written Client Service Agreement between the SageX Client and SageX Learning Singapore Pte Ltd or any of its authorised resellers in your territory containing terms that directly conflict with any terms of this Terms of Use, then the conflicting terms set forth in the written and mutually fully executed Client Service Agreement shall control. SageX Learning Singapore Pte Ltd (“**Company**”) may at any time and in its sole discretion, modify the terms of this Agreement by updating this Platform. Therefore, you should review this page from time to time so that you will be aware of any such modifications. Your continued use of the Platform following any modifications constitutes your binding acceptance hereof.

The Company may post additional guidelines or rules, whether relating to subparts of the Platform or otherwise (“**Additional Terms**”) from time to time. Any Additional Terms are hereby incorporated into this Agreement by reference; provided, however, that in the event of a direct conflict between any Additional Terms and the terms set forth on this Agreement, the terms hereof shall control. Your continued use of the Service after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

USE OF MATERIAL; NON-COMMERCIAL PURPOSE

The contents of the Platform are protected by copyright and other laws in both Singapore and elsewhere. The contents of this Platform include both content owned or controlled by the Company, its Group Companies (set of companies controlled by the same company (“Group Companies”)) and content owned or controlled by third parties and licensed to the Company. The Company authorizes you to view or download a single copy of any material on the Platform solely for your personal, non-commercial use (including use of Service as an authorised End-User of SageX Client). The Platform is for your personal, non-commercial use (including use of Service by authorised End-User of SageX Client). You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of, use of, or access to the Platform.

Service is Not A Professional Advice

THE CONTENTS OF THE PLATFORM, SUCH AS TEXT, GRAPHICS, IMAGES, VIDEO, INFORMATION AND OTHER MATERIAL CONTAINED ON THE SERVICE, ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. THE COMPANY IS NOT A LICENSED SERVICE PROVIDER OF ANY SKILLS INCLUDING DOMAIN OR PROFESSIONAL SKILLS AND DOES NOT PROVIDE ANY ADVICE OR OPINIONS AND NEITHER THE SERVICE NOR ITS CONTENT ARE INTENDED TO REPLACE OR SUBSTITUTE PROFESSIONAL ADVICE. FURTHER, THE CONTENTS OF THIS PLATFORM IS MEANT FOR GENERAL INFORMATIONAL AND E-LEARNING PURPOSES ONLY. SAGEX DOES NOT INTEND TO HURT THE SENTIMENTS OF ANY INDIVIDUAL, COMMUNITY, SECT OR RELIGION AND SAGEX DOES NOT ENDORSE ANY END-USER CONTENT POSTED ON THE PLATFORM.

REGISTRATION AND ELIGIBILITY

To access and use the Platform, you may be required to create or update an account ("**Account**") and will be asked to provide certain information, which will be held and used in accordance with our Privacy Policy. You agree that you will supply accurate and complete information to the Company, and that you will update that information promptly after it changes. You are responsible for all the information you share and SageX disclaims all liability with regards to accuracy and completeness of the information you share.

To create an Account and access the Service, you must be at least eighteen (18) years old and not barred from using the Service under applicable law.

If you are under 18, your parent or guardian must review and accept the terms of this Agreement, and by using the Service, you confirm that your parent or guardian has reviewed and accepted this Agreement. We reserve the right to limit the availability to End-Users under the age of eighteen (18) of certain content in the Service, in our sole discretion.

USE OF SERVICE

You agree that if you take any of the following actions or breach any terms of this Agreement, you will be materially breaching this Agreement and thus liable to appropriate legal action, and you thus agree that you SHALL NOT:

- sell, resell, or otherwise make commercial use of the Service;
- modify, reverse engineer, decompile or disassemble the Service;
- copy, adapt, alter, modify, translate, or create derivative works of the Service without written authorization of the Company;
- permit other individuals to use the Service, including but not limited to shared use via a network connection, except under the terms of this Agreement;
- circumvent or disable any technological features or measures in the Service for protection of intellectual property rights;
- use the Service in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
- use or access the Service to compile data in a manner that is used or usable by a competitive product or service;
- use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone;
- use your Account to engage in any illegal conduct;

- upload to transmit any communications that infringe or violate the rights of any party;
- harass, threaten, demean, embarrass, or otherwise harm any other End-User of the Service;
- upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement, Community Guidelines and the Company's Privacy Policy; or
- upload any material that contains software viruses, trojan or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this website.

Any such forbidden use shall immediately terminate your license to use the Service and make you liable to appropriate legal action including reporting to the relevant authorities.

From time to time and without prior notice to you, we may change, expand and improve the Service. We may also, at any time, cease to continue operating part or all the Service or selectively disable certain features of the Service. Your use of the Service does not entitle you to the continued provision or availability of the Service. Any modification or elimination of the Service or any particular features will be done in our sole and absolute discretion and without any obligation or liability to you.

LIMITED LICENSE TO THE SERVICE

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use the Service for personal and non-commercial purposes (including use of Service as authorised End-User of SageX Client) in accordance with the terms of this Agreement.

All rights, title, and interest in and to the Service not expressly granted in this Agreement are reserved by the Company. If you wish to use the Company's software, patents, patentable rights, copyright, registered and unregistered design rights, utility models, title, trade name, trademark, service mark (whether registered or not registered), videos, audio-visual content, music, recordings, trade names, logo, domain name, Company's Content (*as defined below*) and/or any other identification with notable brand features or other content owned by the Company or any other Intellectual Property of Company, you must obtain written permission from the Company. Permission requests may be sent to info@SageX.com

For the avoidance of doubt, the Company owns all the text, images, photos, audio, video, location data, and all other forms of data or communication that the Company creates and makes available in connection with the Service, including but not limited to visual interfaces, interactive features, graphics, design, compilation of End-User Content and all other elements and components of the Service, excluding End-User Content (*as define below*). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Company's Content are retained by us.

The Service enables you to input personal notes, share your stories, post or upload content and submit content in the Communities, including messages, reviews, photos, video, images, data,

text and other types of work and log certain information into the Service ("**End-User Content**"). You retain all rights to such End-User Content that you post, share or log in the Service.

SUBSCRIPTIONS

The Service offers subscriptions that grant you access to additional features including customised content and services for SageX Clients (collectively, "**Paid Services**").

We offer monthly, quarterly, semi-annual and annual subscription options. Payment will be charged to you through your Apple ID/ Google Play account (or paid directly by SageX Client through bank transfers, in case you are accessing Services as an authorised End-User of SageX Client in terms of the Client Services Agreement executed between the Company and the SageX Client) after you choose one of our subscriptions and confirm your purchase. Paid subscriptions must be cancelled at least twenty four (24) hours before the end of the current period. You/ SageX Client, as the case may be, will be charged for renewal within twenty four (24) hours prior to the end of the current period. We reserve the right, at our sole discretion, to increase the price of the subscription. We will notify if the price of subscription increases and, if required, seek the consent to continue. You/ SageX Client, as the case may be, will be charged no more than 24 hours prior to the start of the latest paid subscription period.

Company may change the price for Paid Services from time to time and we will communicate the same within thirty (30) days to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use Paid Services after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Services prior to the price change going into effect.

PASSWORDS

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Account password. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your Service account and password; (3) promptly inform the Company if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. Send us an email at info@SageX.com

You grant the Company and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Service. The Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Service.

INTELLECTUAL PROPERTY

The Platform is expressly owned and operated by the Company. Unless otherwise noted, the design features and content of the Platform, including the courses, information and other materials, illustrations, product layout and design, icons, navigational buttons, images, artwork, graphics, photography, images, text, data, audio sound, metahumans, humanoids, software,

and infrastructure, as well as the selection, assembly and arrangement thereof, are owned by the Company or its affiliates or are licensed from third parties by the Company. The Platform, in whole and in part, is protected by copyright, trademark, service mark, trade name, and other intellectual property and other proprietary rights, and all such rights are reserved.

You shall immediately notify the Company on obtaining knowledge of any actual or threatened: (a) infringement or misappropriation of the proprietary and intellectual property rights in the Platform or any intellectual property; or (b) proceedings regarding a claim of infringement or misappropriation of a third party's proprietary and intellectual property rights by the Services or Platform's intellectual property.

COMMUNITIES AND END-USER CONTENT

In General. The Platform from time to time may contain blogs, discussion groups, chat rooms and other online forums ("**Communities**"). These are intended to provide End-Users with a valuable resource on learning and development topics of choice. The content found on such Communities is provided by End-Users, and not the Company. The End-User who is posting to an Ability Group discussion, and not the Company, is responsible for the content of such posting and for complying with this Agreement.

Standard of Conduct. You agree that you shall strictly adhere to the Company's Community Guidelines and you are responsible for your own communications with respect to the Platform and for any consequences thereof, and you agree to use the Platform and any Communities only to post, send and receive messages and material that are proper and related to the Platform or the Ability Group primarily for educational purposes, which is the primary objective of the Platform. By way of example, and not as a limitation, you agree that when using the Platform you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; Publish, post, upload, distribute, disseminate or offer to do the same ("**Post**") any topic, name, material, information or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, infringing, defamatory, libellous, fraudulent, deceptive, disparaging inappropriate, profane, vulgar, obscene, indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Post material containing software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Post files that contain viruses, malicious code, corrupted files or any other similar software or programs that may damage the operation of another's computer, software or content or engage in any activity that interferes with or disrupts any features of the Platform;
- Advertise, solicit or offer to sell or buy any goods or services for any business or commercial purpose;
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, phishing or unsolicited mass distribution of email;
- Download any file posted by another End-User that you know, or reasonably should know, cannot be legally distributed in such manner;

- Impersonate, or falsely state or otherwise misrepresent your affiliation with, any other person or entity;
- Falsify or delete any author attribution, legal or other proper notice or proprietary designation or label of the origin or source of software or other material contained in a file that is posted;
- Restrict or inhibit any other End-User from using and enjoying the Platform;
- Post, list or collect information about other individuals, including e-mail addresses or images, without their consent;
- Violate any applicable laws or regulations or promote or encourage illegal activity;
- Copy, modify, create a derivative work of, or reverse engineer any portion of the Platform or its contents; or
- Your conduct on the Platform shall strictly be in accordance with the End-User Guidelines and other Platform Terms.

Blog Policy. The content of SageX's blog or any other Ability Group reflects the thoughts and opinions of the author(s), and does not represent the thoughts, opinions, plans or strategies of SageX. SageX undertakes no obligation to update, correct or modify any statements made by the author(s) of the post. Any and all third-party links or Linked Sites provided by the blog or Ability Group are not affiliated with, nor endorsed by SageX.

No Endorsement. The Company does not pre-screen or control the content of any posting to an Ability Group and, as such, does not endorse, support, represent, or guarantee the truthfulness, accuracy or reliability of any communication posted or endorse any opinion expressed in any posting. You acknowledge that any reliance on material from the Platform will be at your own risk. Moreover, you understand that by using the Platform, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will the Company be liable in any way for the content of any posting, including but not limited to, any errors or omissions in its content, or any loss or damage of any kind incurred as a result of the use of any content posted.

No Obligation to Monitor. The Company does not control information delivered to the Communities by third parties. Except to the extent specifically set forth in this Agreement, the Company has no obligation to monitor any Ability Group, including for the purposes of removing material that is inaccurate, offensive or inappropriate or material which otherwise violates this Agreement. Notwithstanding the foregoing, the Company reserves the right to monitor, for any purpose, any use of the Platform at any time.

Certain Company Rights. In addition to reserving the right to monitor, for any purpose, any Ability Group at any time, the Company also reserves the right at any time (1) to disclose any information as necessary to satisfy any applicable policy, law, regulation, legal process, government request, or similar or (2) to edit, refuse to post or remove any information or materials, in whole or in part, for any reason whatsoever, in the Company's sole discretion.

You may report any communication that you believe to be contrary to any provision of this Agreement by sending e-mail to info@SageX.com. If the Company discovers any communication that is alleged not to conform to any term hereof, then the Company may, but need not, investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communication; provided, however, that

the Company will have no liability or responsibility for the performance or non-performance of such activities.

License. The Company does not claim ownership of the content you or other End-Users provide, post, upload, input or submit to the Platform. However, by posting or submitting content to the Platform you are granting the Company a royalty free, worldwide, perpetual, irrevocable, non-exclusive license to use your submission in connection with the operation of the Platform and use by the Company in advertising, marketing and promotional activities and materials without compensation to you, such license to include the right to reproduce, modify, publish, edit, translate, distribute, perform, and display the submission alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights.

TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to and use of the Platform or any part hereof, and to remove and discard any material posted by you hereon, for any reason whatsoever, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement; provided, however, that the Company will have no liability or responsibility for the performance or non-performance of such activities. The Company may also, in its sole discretion and at any time, discontinue operation of the Platform, or any part hereof. Any such termination may be effected without any prior notice. Upon any such termination, the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform generally. Further, the Company shall not be liable to you or any third-party for any termination of your access to the Platform.

CERTAIN COPYRIGHT ISSUES

The Company respects the intellectual property of others, and we ask our End-Users to do the same. The Company may, in appropriate circumstances and at its discretion, remove, or disable access to material on the Platform that it believes or is notified may infringe on the rights of others.

USE OF MOBILE DEVICES

Please note that your carrier's normal rates and fees, such as text messaging and data charges, will still apply if you are using the Service on a mobile device.

EMAIL

We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

YOUR FEEDBACK

We welcome your feedback about the Service. Unless otherwise expressly declared, any communications you send to us are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such contents at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust and change contextually, or make any other changes as we deem appropriate.

ENFORCEMENT RIGHTS

We are not obligated to monitor access or use of the Service, however, we reserve the right to do so for purposes of operating and maintaining the Service, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute End-Users who violate the law. We reserve the right to remove or disable any content posted to the Service or access to Service at any time and without notice, and at our sole discretion, if we determine in our sole discretion that your content or use of the Service is objectionable or in violation this Agreement.

The Company has no liability or responsibility to End-Users of the Service or any other person or entity for performance or non-performance of the aforementioned activities.

APP STORES

You acknowledge and agree that the availability of the Service is dependent on the third party from which you received the Service, e.g., the Android Play Store or Apple app store (each, an "**App Store**"). You acknowledge that this Agreement is between you and the Company and not with the App Store. Each App Store may have its own terms and conditions to which You must agree before downloading the Service from it. You agree to comply with, and your license to use the Service is conditioned upon Your compliance with, all applicable terms and conditions of the applicable App Store.

NO WARRANTIES; LIMITATION OF LIABILITY; DISCLAIMER OF DAMAGES

THE PLATFORM AND ALL THE CONTENTS HEREOF ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE COMPANY AND ITS AFFILIATES AND THIRD PARTIES ASSOCIATED WITH THE PLATFORM, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS. THE COMPANY AND ITS AFFILIATES AND THIRD PARTIES ASSOCIATED WITH THE PLATFORM, MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE PLATFORM OR THE CONTENTS HEREOF. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE PLATFORM OR THE CONTENTS HEREOF RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS. MUCH OF THE MATERIAL ON THE PLATFORM IS PROVIDED BY THIRD PARTIES AND THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR ANY SUCH THIRD PARTY MATERIAL. YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS OR OTHER CONTENTS OF THE PLATFORM OR WITH THIS AGREEMENT, INCLUDING THE COMPANY'S PRIVACY POLICY,

OR OTHER POLICIES, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM. ALTHOUGH THE PLATFORM IS INTENDED TO BE EDUCATIONAL, NEITHER THE COMPANY OR ITS AFFILIATES OR ANY THIRD PARTY ASSOCIATED WITH THE PLATFORM MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT ANY END-USER HEREOF WILL OBTAIN ANY PARTICULAR RESULT, INCLUDING, WITHOUT LIMITATION, MASTER ANY PARTICULAR SKILLS OR PASS ANY EXAMINATION OR ACHIEVE ANY OTHER TANGIBLE RESULTS BASED UPON USE OF THE PRODUCTS, SERVICES, OR OTHER OFFERINGS ON THIS PLATFORM. IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES OR THIRD PARTIES ASSOCIATED WITH THE PLATFORM BE LIABLE TO ANY END-USER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR LOST PROFITS) RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE CONTENTS THEREOF, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Company, its affiliates, their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Platform not in accordance to the terms of this Agreement; (ii) your violation of any term of the Platform; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that your End-User Content caused damage to a third party; or (v) violation of any applicable laws. These indemnification obligation will survive these terms of use and your use of the Platform.

You hereby expressly release the Company, its affiliates and any of their respective officers, directors, employees and agents from any cost, damage, liability or other consequence of any of the actions/inactions of any third-party vendors or service providers and specifically waive any claims or demands that you may have in this behalf against the Company or any of its affiliates and any of their respective officers, directors, employees and agents under any statute, contract or otherwise.

APPLICABLE LAW AND JURISDICTION

This Agreement is governed by the laws of Singapore. You hereby consent to the exclusive jurisdiction and venue of courts in Singapore in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the End-User and the Company with respect to the Platform and supersedes all prior or contemporaneous communications, proposals, whether electronic, oral or written, between the End-User and the Company with respect to the Platform.

Any cause of action you may have with respect to your use of the Service must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

MISCELLANEOUS

Waiver: No waiver of by the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Survival: Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

Force Majeure: Company shall not be liable for failure to perform, or the delay in performance of, any of its obligations if, and to the extent that, such failure or delay is caused by events substantially beyond its control, including but not limited to acts of God, acts of the public enemy or governmental body in its sovereign or contractual capacity, war, terrorism, floods, fire, strikes, epidemics, civil unrest or riots, power outage, and/or unusually severe weather.

Litigation: All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties.

NOTICE AND TAKE DOWN PROCEDURES

If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or access thereto) from this Service by contacting the Company and providing the following information:

- (a) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., Service page or Website page) of an authorized version of the work.
- (b) Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.

- (c) Your name, address, telephone number and (if available) e-mail address.
- (d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- (e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- (f) A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, the Company maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Service who are repeat infringers.

QUESTIONS AND COMMENTS

If you have any comments or questions on any part of the services or any part of this Agreement, please feel free to contact us at info@SageX.com