^{1.4.6} User Agreement

This User Agreement constitutes a legally binding contract between the Company and the User, as each of them is defined herein.

By accepting this agreement, you confirm that you understand the agreement and any and all documents incorporated therein and fully agree to its terms. If you disagree with any provisions of this agreement or any of the documents incorporated into it, you should discontinue using any of the services provided by the company.

You further confirm that if you are an individual, you are at least 18 years old or older, and that you have a full legal capacity to contract under applicable law, and that you are not a citizen or a resident of a restricted territory, as further defined herein. In the event you are a legal entity, you confirm that you have a legal capacity to contract under the applicable law, and that you are not registered and do not have any activity in a restricted territory.

- 1. TERMS
- 1.1. The Parties hereby agree that the following terms shall have meanings, respectively, ascribed to them below:
- "Agreement", "User Agreement" shall mean this Agreement, including all annexes hereto and documents listed in Section 3 below.
- b) "Applicable Law" shall mean any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect in any jurisdiction, provided that such laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines or industry codes are existing and in force from time to time and (where relevant in the context) are directly or indirectly applicable to the Company, the User, the Agreement, or the System.
- c) "Company's Website", "Website": <u>utex.io</u> and other websites of Company.
- d) **"Company"** shall mean ICUT, Ltd., a legal entity registered in accordance with the laws of St. Vincent and the Grenadines.
- e) **"Login"** and **"Password"** shall mean a unique set of characters created by the User during the Registration process to access the User Account.
- f) "Partner" shall mean a business partner, agent, contractor, distributor, supplier, or service provider of the Company which assists the Company in providing Services and maintaining System. In most cases the Partner is not affiliated with the Company in any way.
- g) **"Party"** shall mean either the Company or the User. The User and the Company shall be collectively referred to as the "Parties".
- "Rate", "Rates" shall mean the prices of the individual Services, published on the Company's Website and available on an utex.io website or Investment Idea page. Rates may vary for different investment ideas. The Rates shall include the License fees.
- "Reference Materials" shall mean texts, video and audio files posted by the Company or the User or other Users of the Company's Services in the System, live streams on the Website.
-)) "Registration Form" shall mean an electronic registration form located on the Website, which the potential User is required to complete in order to create User Account.
- "Registration" shall mean completion of the Registration form, its submission to the Company and successful completion or the KYC process.
- "Restricted Territory" shall mean USA, Afghanistan, Bosnia and Herzegovina, Ethiopia, Guiana, Iraq, Laos, Sri Lanka, Trinidad and Tobago, Tunisia, Uganda, Vanuatu, Yemen, North Korea, Iran and Syria or any such additional countries or territories that the Company may include into this definition from time to time unilaterally because of their legislative, administrative and other terms that could influence any Services.
- m) "Service", "Services" shall mean additional services provided by the Company to the User, including, but not limited to, online educational services.
- "System" shall mean the Website, hardware and software package with all features available on the Website, including interface, Services and other components required for due operation
- "Transaction" shall mean an instrument purchase and/or sale transactions made through the System.
- p) "Transaction Request", "Request" shall mean the User's entry of an instruction into the System for the Transaction.
- "User Account" shall mean an account with the System generated during the Registration process that allows identification of the User by the System and the User's further access to the System and Services.
- "User" shall mean legally capable individual or a legal entity having accepted the Agreement and successfully completed the KYC procedure.
- 2. AGREEMENT
- 2.1. The Agreement shall enter into force on the date when accepted by the User and include the following documents, each being permanently available on the Website, as amended:
- 2.1.1. this User Agreement;
- 2.2.1.
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- 2.2.3. AML Policy;
- 2.2. In case of any inconsistencies between this User Agreement and any other documents, pages, policies or instructions published on the Website or by the System, or contained in the Annexes, this User Agreement shall prevail.
- 2.3. The Company may from time to time modify the Agreement and any document incorporated into it, in whole or in part, at its own discretion without obtaining prior consent of the User. Unless expressly indicated therein, all modifications shall be published on the Website and shall take immediate effect upon such publication. It is the User's responsibility to periodically review the updates of the Agreement. The User's continuous use of the Company's System and Services shall confirm his or her acceptance of any amended terms of this Agreement.

3. SYSTEM AND SERVICES

- 3.1. In accordance herewith, the User shall be entitled to use the System as follows:
- 3.1.1. Access the System through the Website or by downloading the installation package to the User's device;
- 3.1.2. Access the Company's (or its Partners') Services, including, but not limited to, access to making Transactions;
- 3.1.3. Access and publish Reference Materials, access educational services and
- 3.1.4. Participate in the Affiliate program, as described on the Website, and receive commission for attracting new Users.
- 3.2. The User shall be entitled to publish Reference Materials on the website in accordance with the following procedure:
- 3.2.1. The User shall be entitled to upload a unique text for moderation. The moderation shall include three levels of check: (i) plagiarism, (ii) spelling and grammar and (iii) adequacy;
- 3.2.2. The moderator, who is, at all times, a representative of the Company, shall be entitled to take a final decision whether to publish the text.
- 3.2.3. In the event the check is successful, and the moderator publishes the text uploaded by the User, the User shall receive remuneration for the uploaded text to the User Account in accordance with the Rates that the Company shall publish from time to time on Company's Website.

4. REGISTRATION AND KYC REQUIREMENTS

- 4.1. Each User shall, after accepting this User Agreement, carefully read, acknowledge and accept, where indicated Privacy Policy and the Rates, and then create a User Account by completing the Registration Form on the Website. During or at any time after the Registration process the User may be required at the discretion of the Company to provide some information or documents to comply with the Company's KYC Policy and AML Policy respectively.
- 4.2. The Company may refuse to register an applicant who has applied for registration if:
- 4.2.1. Any or all the information submitted during Registration process is incomplete, untrue, or misleading;
- 4.2.2. Any or all the information submitted during Registration process cannot be confirmed with the method prescribed by the Company;
- 4.2.3. The Applicant is less than 18 years old;
- 4.2.4. The applicant resides in or is a citizen of a Restricted Territory, or
- 4.2.5. The Company otherwise judges that the applicant is not suitable for Registration.
- 4.3. The User shall be granted access to his or her User Account after the Registration process has been completed. However, certain Services and components of the System may only be available to the User after the Company receives the payment for such Services or components of the System.
- 4.4. The User is entitled to amend his or her personal details provided in his or her User Account. Provision of certain documentation may be required at the time of such amendment in accordance with the Company's KYC Policy.
- RIGHTS AND OBLIGATIONS OF THE PARTIES
- 5.1. The Company shall:
- 5.1.1. Subject to the provisions of this Agreement, grant the User an access to the User Account, System and Services. Access to the System and to the Services shall be available 24 hours a day, except for the periods of technical maintenance;
- 5.1.2. Resolve the System malfunctions within a reasonable period of time.
- 5.2. The Company shall be entitled to:
- 5.2.1. Receive payments hereunder in accordance with the Rates;
- 5.2.2. Modify Rates from time to time. The User's continuous use of the Company's System and/or Services shall confirm his or her agreement to such modified Rates;
- 5.2.3. Unilaterally temporarily restrict or terminate access to the System or any of the Services or regulate in any manner the right to use the System or any of its components;
- 5.2.4. Perform maintenance works on the server and to suspend User's access to the System for the periods of such maintenance;
- 5.2.5. Modify or release updates of the software and the System, to add new features or functionality to the software;
- 5.2.6. Report to the regulator any Transaction or activity that it may deem suspicious;
- 5.3. The User shall:
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 5.3.1.
 this site or by clicking "Accept" you accept our Privacy Policy.
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- 5.3.2. Make all payments due to the Company hereunder in a timely manner in accordance with the Rates;
- 5.3.3. Keep his or her Login and Password confidential and not disclose it to the third parties;
- 5.3.4. Immediately notify the Company in the event the Login and/or Password are lost and/or the Login and/or Password confidentiality is breached;
- 5.3.5. In case of failures in the operation of the System, immediately notify the Company thereof;
- 5.3.6. Fairly and promptly report all his or her income associated with the User's activity using the System pursuant to Applicable Law and pay any and all taxes and fees imposed thereon. The User is aware that the Company is not a tax agent;
- 5.3.7. Assess the risks of the Transactions the User performs using the System, and
- 5.3.8. Compensate the Company for any proven damage suffered by the Company as a result of any actions of omissions by the User, including, but not limited to, damage caused to the System or any of its components or to the Company's business reputation.

5.4. The User shall be entitled to:

- 5.4.1. Use the System, Services and Reference Materials in accordance with the terms of the Agreement;
- 5.4.2. Perform Transactions on terms and conditions hereof;
- 5.4.3. Upload texts for publication Company's Website subject to terms and conditions hereof.

5.5. The User shall be prohibited from:

- 5.5.1. Making any modifications, decompilation, disassembly, decryption, or any other actions with the code of any software running through the Company's System;
- 5.5.2. Using the System or Services in a way that is not explicitly provided for in the Agreement;
- 5.5.3. Distributing, copying or otherwise making public the any software running through the System;
- 5.5.4. Taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach in the System or any component thereof;
- 5.5.5. Granting access to his or her User Account to third parties;
- 5.5.6. Managing third party's funds through the User Account;
- 5.5.7. Crediting the funds to the User Account and paying for the Company's Services using third parties' funds;
- 5.5.8. Using the Company's Services and/or User Account to conduct business activities;
- 5.5.9. Indulging in any activities prohibited by any Applicable Law, including of jurisdictions governing only the User;
- 5.5.10 Using funds that are related to any illegal activity or are proceeds from any criminal activity in any country across the world to process Transactions or to pay for Services;
- 5.5.11.Using the System or any of its components or Services in any manner for money laundering, and
- 5.5.12.Posting of the Website or otherwise in the System materials that contain:
- 5.5.12.1.Obscene or swear words, or phrases, pornographic images and texts or scenes of a sexual nature involving minors;
- 5.5.12.2. Threats, calls for violence and illegal acts and violations of law;
- 5.5.12.3.Elements of violence, cruelty, racial, ethnic or religious discord, as well as links to such materials;
- 5.5.12.4.Nazi emblems or symbols;
- 5.5.12.5. Promotion of criminal activities, guidelines for commission of Illegal acts, or
- 5.5.12.6 Content containing threats, that damage, insult, disgrace the honor and dignity or business reputation or violate the privacy of other Users or third parties.
- 5.6. The Company retains the sole right to delete from its System, including from blogs or support forums, any information or images uploaded by any party at its sole discretion as well as to refuse to render any Services to such a person.

6. PAYMENTS AND SETTLEMENTS

- 6.1. The User may deposit to and withdraw funds from the User Account using the features of the System. However, the User may be subject to verification procedures both by the Company or by a banking institution before processing such a deposit or withdrawal in accordance with the Company's or the banking institution's KYC Policy, and the transfer may be suspended or delayed until completion of the procedures.
- 6.2. Card payments are processed by Company's partner UT Exchange OÜ, company, registered with the laws of Estonia at Peterburi tee 47, Tallinn, Estonia.
- 6.3. The User is not entitled to deposit funds to or withdraw funds from his or her User Account using third party bank accounts.
- 6.4. Unless the Parties agree otherwise or in order to comply with Applicable Law, the Company shall only accept a request for a withdrawal of funds from an Account that is given directly by the User or the User's duly appointed representative. The Company shall not accept any request for a withdrawal of funds from a User Account from any other person.
- 6.5. We use cookies to make UTEX work and to analyze traffic. By browsing this site or by clicking "Accept" you accept our Privacy Policy. Accept he

- User's funds deposited to the User Account, unless (subject to the Company's prior approval) the User has notified the Company in writing that his or her payment details have changed
- 6.6. The User is at all times responsible for charges applicable to depositing funds to the User Account and withdrawing funds from the User Account that may be imposed by third parties, including bank transfer fees, and fees to internet and telephone service providers.
- 6.7. Any profit received by the User in relation to using the System shall be credited to the User Account.
- 5.8. The Company is entitled any time and without a prior notice, to set-off any positive balances on the User Account or any funds due to the User from the Company against any funds due to the Company from the User. Subject to the Applicable Law, the Company is entitled to perform such set-off prior to any other Transactions ordered by the User.

7. PROCESSING OF TRANSACTIONS

- 7.1. The User must deposit funds to his or her User Account prior to placing a Transaction Request, and the User shall not be permitted to place Transaction Request unless there are enough funds on the User Account to satisfy the Transaction Request.
- 7.2. In the event the User has insufficient amount of funds in the User Account to complete Transaction Request via the System, the Company is entitled to cancel the entire Transaction Request or to fulfill the Transaction Request in part using the amount of funds available in the User Account, less any fees owed to the Company.
- 7.3. The Company is entitled to introduce maximum and minimum Transaction amount in respect to each instrument at any given time or cancel any Transaction Request.

8. MOBILE APP

- 8.1. The Company grants User a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for his personal purposes. Mobile app is available for iOS devices only.
- 8.2. Use of the Mobile App requires to have an account and agree to the terms of the User Agreement.
- 8.3. Company may deploy changes, updates, or enhancements to the Mobile App at any time. Company may provide maintenance and support for the Mobile App, but has no obligation whatsoever to furnish such services to User and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS Mobile App) nor Google (for Android Mobile App) has an obligation to furnish any maintenance or support services in connection with the Mobile App.
- 8.4. In order to operate and provide the Mobile App, Company may collect certain information about User, including technical and telemetry data related to your use of the Mobile App. Company use third party service providers to help us collect and analyze this data. Company uses and protects that information in accordance with the Privacy Policy.
- 8.5. Company reserves the right to suspend or terminate User's access to the Mobile App at any time based on the status of Your account under the User Agreement. You understand that if account is suspended or terminated, You may no longer have access to the content that is stored within the Account.

9. LIMITATION OF LIABILITY

- 9.1. The user's use of the system and any of the services are at the user's own risk. To the extent permitted by applicable law, the system, the services and any components thereof are provided "as is," without warranty of any kind. Without limiting the foregoing, the company explicitly disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement. The company makes no warranty that the system or any of the services will meet the user's requirements or be available on an uninterrupted, secure, or error-free basis, and the company makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information provided in the system or any or its components.
- To the extent permitted by applicable law, neither the company nor any other party 9.2. involved in creating, producing, or delivering any of the services hereunder will be liable to the user for any indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data, or goodwill, service interruption, computer damage, or system failure or the cost of the use of the system or any of the services, arising out of or in connection with this agreement, or from the use of or inability to use the system, or from any communications, interactions, or meetings with other users of the system or persons with whom the user communicates or interacts as a result of his or her use of the system or any of the services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not the company has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. In no event will the company's total liability arising out of or in connection with this agreement or from the use of or inability to use the system or any of the services exceed 1000 (one thousand) euro. The exclusions nd limitations of damages set forth above are fundamental elements of the basis of the agreement between the company and the user.
- 9.3. Although the Company shall make every effort to ensure the normal operation of the System and provision of Services, including, but not limited to, making reasonable efforts to secure its System against viruses and cyber-attacks, it shall not be liable for failure or improper performance of its obligations under the Agreement, as well as for any direct and indirect damages suffered by the User, including loss of profit and possible damage, including those, without limitation, that have been caused by:
- 9.3.1. Unlawful actions by Internet users aimed at disrupting information security or the normal operation of the Website and the System;
- 9.3.2. Lack of (inability to establish, terminate, etc.) Internet connections between the User's and the Company's servers;
- 9.3.3. Technical malfunction of the System;

9.3.4. Investigative operations of governmental authorities;

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- installation and maintenance of the latest version of operating system and security software and scan the System or any of its components when accessing any of them; 9.3.6. Cyberattacks of any type and nature, or
- 9.3.6. Cyberattacks of any type and nature, or
- ${\tt 9.3.7.}$ Temporarily restrictions of the access to the System and/or termination of the Agreement.
- 9.4. Any information, including, market data on the Website, in the System, or e-mails, are provided on an "as is" and "if available" basis:.
- 9.4.1. The Company is not providing trading or investment advice;
- 9.4.2. The Company is not responsible or liable if any market data or similar information is inadequate, inaccurate or incomplete in any respect;
- 9.4.3. The Company does not guarantee the timeliness of market data or similar information;
- 9.4.4. The Company is not responsible or liable for any actions that the User takes or does not take based on market data or similar information;
- 9.4.5. The User uses market data or similar information solely for the purposes set out in the Agreement;
- 9.4.6. The Company provides market data or similar information for general purposes only and market data or similar information should not be used as the sole basis for any investment decision;
- 9.4.7. Prices, values and information shown in the System may be subject to constant change. The values and prices which are used for a particular Transaction may change any time prior to execution. The Company does not guarantee the availability of any exchange rate, and
- 9.4.8. The User may use market data or similar information and the features and information solely in compliance with Applicable Law.
- 9.5. Transactions may be subject to delays and/or conditions affecting their transmission or execution, and the Company shall not be liable for any of the aforementioned circumstances.
- 9.6. Transaction Requests may be subject to, and the Company shall have no liability for, delays and/or conditions affecting transmission or execution of Transaction Requests over which the Company has no control, including, but not limited to, mechanical or electronic failure or market conjecture.
- 9.7. All Transactions performed using the Company's System are at the sole risk, will and discretion of the User initiating the Transaction, and the Company has no obligation to compensate or indemnify any User for any losses or presumed loss of profits due to failure or error in any Transaction.
- 9.8. The Company shall not be liable for any unauthorized use of the User Account.
- 9.9. For certain margin Transactions, the User may use capital provided by the Company or its Partners. For such Transactions, the System is running a risk management system which may liquidate the User's open positions without a prior notification. Risk management system is inactive during the first 3 minutes of trading hours in the System so the User must control his risk himself. Risk management system is an additional service which the User can't rely on. The Company doesn't take any responsibility for the losses occurred during the normal work of risk management system or any losses occurred by its failure.
- 9.10. Placing contingent Transaction Request, such as "stop-loss" or "stop-limit" Requests, will not necessarily limit the User's losses to the intended amounts, since market conditions may make it impossible to execute such Requests. The use of a leverage can work against the User as well as for the User and can lead to large losses as well as gains.
- 9.11. For more information on the risks related hereto, please read carefully the Company's Risk Warning Statement provided on Company's Website.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Company hereby grants the User a limited, nonexclusive, nontransferable license (hereinafter referred to as the "License"), to access and use the System and Services during the term of the Agreement and in accordance with the terms and conditions hereof and the instructions provided by the System. Any other use of the System or any of its components is expressly prohibited. All other rights to the System or any of its components are reserved by the Company. The User shall not otherwise copy, transmit, distribute, sell, resell, license, de-compile, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, display, incorporate into another website, or in any other way exploit the System or any of its components or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes.
- 10.2. All the terms and conditions specified herein apply to the System as a whole, all of its separate components and the Services.
- 10.3. The License shall be effective worldwide except for the Restricted Territories.
- 10.4. The System contains software, which Company uses under a license, provided by UT Exchange OÜ, company, registered with the laws of Estonia at Peterburi tee 47, Tallinn, Estonia.
- 10.5. The System may contain other licensed protected intellectual property which belongs to third parties and is being used by the Company under a license or similar permission, and User shall have no claim to such intellectual property.

11. FORCE MAJEURE

11.1. The Company shall not be responsible for damages caused by delay or failure to perform undertakings under this Agreement when the delay or failure; is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities, including, but not limited to, changes in law or regulation or adoption of new laws and regulations; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; acts or omissions of third parties, including the Company's Partners; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force maiver, but company challs be excused.

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12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement and any dispute, claim, suit, action, arbitration or proceedings of whatever nature arising out of or in any way related to them are governed by, and shall be construed in accordance with the laws of St. Vincent and the Grenadines.
- 12.2. In the event of a dispute between the User and the Company or disputes arising from the Agreement or related hereto, the Parties shall make every effort to resolve them by negotiations. In the case of a claim in relation to the System, any of its components and/or Services, the User shall forward to the Company a written claim at the following email address: <u>help@utex.io</u>. The Company shall respond to the claim within 30 (thirty) calendar days from the date of receipt.
- 12.3. In the event that the Parties are unable to reach a mutually satisfactory resolution of any dispute, controversy or claim, arising out of or relating to this Agreement, or the breach, termination or invalidity thereof within 60 (sixty) calendar days following good faith efforts to settle the dispute amicably pursuant to Section 12, such a dispute, controversy or claim shall be submitted to and shall be settled by the court of general jurisdiction at the place of registration of the Company.

13. NO CLASS PROCEEDINGS

13.1. The Company and the User hereby agree that any of them may bring claims against each other only solely and on an individual basis and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding. No adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding.

14. NOTICES AND COMMUNICATION

- 14.1. The Company reserves the right to send notices to and communicate with the User by any means of communication available to the Company, considering the contact details provided by the User.
- 14.2. The User expressly agrees to receive any notices in electronic form and to be bound by them.
- 14.3. The main official information channel for the Company is the Website.

15. ASSIGNMENT

- 15.1. This Agreement, and any of the rights, duties, and obligations contained herein, as well as User Accounts are not assignable or transferable by the User without prior written consent of the Company. Any attempt by the User to assign this Agreement without written consent of the Company is void.
- 15.2. This Agreement, and any of the rights, duties, and obligations contained herein, are freely assignable by the Company without notice or the User's consent.

16. RESTRICTIONS OF USE

- 16.1. The Company at all times shall have the right to block User Transaction or temporary suspend access to or completely close such User's Account or suspend access to any Services or regulate in any manner the right to use the System or any of its components without prior notice in the following circumstances:
- 16.1.1.The User is in the breach of the provisions of the Agreement and/or Applicable Law;
- 16.1.2. The User is late on any payment due to the Company;
- 16.1.3.Any of the events described in Sections 4.2.1-4.2.5 occur.
- 16.2. Notwithstanding the foregoing, the Company may temporarily restrict or terminate access to the System or any of the Services or regulate in any manner the right to use the System or any of its components without prior notice at any time at its sole discretion, and User shall have no claim to any compensation in relation to such restriction, termination or regulation.

17. CONSEQUENCIES OF TERMINATION

- 17.1. Upon the termination of this Agreement the User shall be denied access to his or her User Account and to any of the Company's Services whatsoever.
- 17.2. In the event there is a remainder of funds on the User's Account on the date of termination of the Agreement, the User may request to withdraw such funds. The Company shall process such request in accordance with Section 6 hereof and the KYC Procedure.
- 17.3. Rights and obligations with respect to fees payable hereunder and such other provisions that by their nature are intended to survive termination will continue to apply after termination of the Agreement and closure of the User's Account.

18. SEVERABILITY

18.1. In case of any provision hereof, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and the remaining terms hereof shall remain in full force and effect.

19. LANGUAGES

19.1. This Agreement and any of the integral parts thereof may be available in multiple languages, but in case of any discrepancy, the English version shall prevail.

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