

EXCELLENCY INTERGALACTIC WEBSITE TERMS OF USE

- LEGAL INFORMATION & NOTICES -

As of 22 September 2022

1. INTRODUCTION

These Terms and Conditions of Use (the "Terms of Use") apply to the Excellency Intergalactic web site located at excellency.one, and all associated sites linked to excellency.one by Excellency Intergalactic and its subsidiaries (collectively, the "Site" or "Website"). The Site is the property of Excellency Intergalactic ("E-I") and its licensors. These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of their parent or guardian to use the App. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site. E-I reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, E-I grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") are owned or controlled by us or their respective trademark owners and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions. The Content and the Marks are

© 2022 Excellency Intergalactic.
All rights reserved.

provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, Content and the Marks.

3. RESTRICTIONS

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and E-I may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

4. YOUR CONTENT

"User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with use of your User Content. You hereby certify that your User Content does not violate any laws in your country. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability. Company is not obliged to

backup any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire.

You hereby grant to Company an irreversible, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

5. DISCLAIMER

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". E-I DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE OPERATION OF THE E-I WEBSITE, INFORMATION, CONTENT, MATERIALS, OR PRODUCTS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

The Site may contain (or you may be sent through the Site) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the site or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

You agree that Company will have no obligation to provide you with any support in connection with the Site.

This Site does not provide individual or customized legal, tax, accounting, or investment services. Since each individual's situation is unique, a qualified professional should be consulted before making financial decisions.

6. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT E-I AND ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, BUSINESS REPUTATION OR GOODWILL, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF SUCH SERVICE OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION. THE ABOVE LIMITATION SHALL APPLY WHETHER OR NOT E-I HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF E-I IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

7. INDEMNIFICATION

You hereby indemnify to the fullest extent E-I from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. VARIATION OF TERMS

E-I is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

10. ASSIGNMENT

E-I shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between E-I and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

12. GOVERNING LAW & JURISDICTION

These Terms will be governed by and construed in accordance with the laws of the United Kingdom, and you submit to the non-exclusive jurisdiction of the courts located in the United Kingdom for the resolution of any disputes.

13. FEEDBACK AND INFORMATION

Any feedback you provide at this site is subject to E-I's Unsolicited Submissions Policy and the Terms of Submission.