



Terms of Service

(Last Update: January 8, 2016)

Please read these terms and conditions of service (these "**Terms**") carefully. Once accepted they form a contract ("**Contract**") between you and Azeus Systems Holdings Ltd., incorporated and registered in Bermuda with company number 35312 whose registered office is at Canon's Court, 22 Victoria Street, Hamilton, HM12, Bermuda ("**Azeus**", "**we**", "**us**", or "**our**") that governs your access and use of the Convene services, which shall comprise (together the "**Services**"):

- (i) the hosted solution of Convene provided by Azeus for online storage, sharing and processing of files, materials, data, or other content (collectively, "**Content**");
- (ii) Convene software provided or made available by Azeus (the "**Software**");
- (iii) the Convene websites owned or operated by Azeus, including those located at www.azeusconvene.com ("**Site**") or applications; and
- (iv) any written or electronic use or features guides or other documentation of Convene provided or made available by Azeus (the "**User Guides**").

BY REGISTERING FOR AN ACCOUNT OR USING ANY OF THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO THESE TERMS AND ARE AGREEING TO BE BOUND BY AND A PARTY TO THIS BINDING CONTRACT.

IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THEM ON BEHALF OF YOUR ORGANISATION YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.

Business users: If you are not a consumer and are using the Services on behalf of an organisation:

- (a) you are agreeing to these Terms for that organisation and represent and warrant to Azeus that you have the authority to bind that organisation to these Terms (in which event, "you" and "your" will refer to that organisation) unless that organisation has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services;
- (b) you may use the Services only in compliance with these Terms and only if you have the power to form a contract with Azeus and are not barred under any applicable laws from doing so; and
- (c) your use of the Services shall be governed by these Terms, except where any separate agreement governing your Convene business account that expressly purports to supersede or prevail over these Terms.

For the purposes of these Terms, "consumer" means anyone purchasing and using the Services not in the course of a business. These terms are not intended to affect any consumers' statutory rights and will apply to the extent that applicable law allows in the country where that consumer is resident.

Please note that, to the maximum extent permitted by applicable law and except as set out in these Terms, Azeus does not provide warranties for the Services. This contract also limits our liability to you. See Sections 13 and 15 for details.

I. CHANGES TO THESE TERMS

We may change these Terms from time to time due to changes in our Services and the laws that apply to us and you. We will date and post the most current version of these Terms on the Site. If we make any changes, we will notify you by revising the "Last Updated" date at the top of these Terms and in some cases, where appropriate, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms).

If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Services and/or by email to the email address associated with your account. Notice of other changes may be provided on the Site or related Convene blogs. We therefore encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated.

If we do update these Terms and you do not agree to the updated Terms, you shall be free to decide whether to accept the terms or stop using the Services. You can deactivate your account with us at any time by sending an email request to support@azeusconvene.com.

Your continued access or use of any portion of the Services constitutes your acceptance of such changes. If you do not agree to any of the changes, we are not obligated to keep providing the Services, and you must cancel and stop using the Services.

II. ACCESS TO THE SERVICE

Once you have created an account and you accept these Terms you may use the Services on a non-exclusive, non-transferable basis, solely in strict compliance with these Terms and all applicable laws. You do not obtain any other right or interest in Convene or the Services.

III. YOUR ACCOUNT

To obtain access to certain Services, you will be required to obtain an account with Convene (become a "**Registered User**"). You can create an account by completing a registration form and

designating a user ID and password. Azeus will evaluate the registration application in good faith and will notify you in a timely matter regarding your acceptance or rejection.

When registering with Convene you must: (a) provide true, accurate, current and complete information about yourself as requested by the Services registration form (such information being the "**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You can amend your Registration Data at any time via the "My Profile" page.

Upon acceptance of these Terms and completion of the registration process, you will have opened an account with Convene and will become a Registered User. At this point you can begin using all of the Services. Only you may use your Convene account. You must keep your account and password confidential and not authorise any third party to access or use the Services on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Services. You are responsible for all activities that take place with your account. **Azeus will not be liable for any loss or damage arising from any unauthorised use of your accounts.**

If a third party such as an employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account.

If you are an individual Registered User of the Services, and the domain of the primary email address associated with your account is owned by an organisation and was assigned to you as an employee, contractor or member of such organisation, and that organisation wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between Azeus and such organisation and controlled by such organisation.

We may suspend or terminate your account if it appears to us that you are, or your account has been used in breach of these Terms (including by providing false Registration Data or other misuse of the Site and Services) or any applicable laws.

You can close your account with us at any time by sending an email request to support@azeusconvene.com .

IV. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.

By registering for a Convene account, you understand that we may use your email address to send you communications or data regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) where you agree, promotional information and materials regarding Convene's products and services, via electronic mail.

V. CONTENT

Except for material that we license to you, we do not claim ownership of any Content that is transmitted, stored, or processed in your account(s) and such Content is your sole responsibility as the person who created the Content or introduced it into the Services. We also do not control, verify, or endorse the Content that you and others make available on the Service.

We provide functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you have shared content with (including the general public, in certain circumstances) may have access to your Content.

You hereby grant Azeus and its contractors the right to use, modify, adapt, reproduce, distribute, display and disclose Content posted on the Services solely to the extent necessary to provide the Services or as otherwise permitted by these Terms.

You represent and warrant that: (a) you have all the rights to the Content necessary for you to use the Services and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content does not breach any law or these Terms.

You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices and any other notices; and (d) maintain appropriate security, protection and backup copies of the Content, which may include your use of additional encryption technology to protect the Content from unauthorised access.

Azeus shall use reasonable skill and due care in providing the Services, but Azeus does not guarantee or promise that any Content you may store or access through the Services will not be subject to inadvertent damage, temporary unavailability, corruption or loss. To the maximum extent permitted by law and except as set out in these Terms, Azeus will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any Content.

You must immediately notify Azeus in writing of any unauthorised use of any (a) Content (b) any Account or (c) the Services that comes to your attention. In the event of any such unauthorised use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorised use. You will provide Azeus with such cooperation and assistance related to any such unauthorised use as Azeus may reasonably request.

VI. SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

We reserve the right to temporarily suspend or terminate your access to the Service at any time in our sole discretion, without incurring liability of any kind to you for: (a) your actual or suspected violation of these Terms; (b) your use of the Services in a manner that may cause Azeus to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; (f) unplanned technical problems and outages; or (g) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution or similar proceeding. If, in Azeus's determination, the suspension might be indefinite and/or Azeus has elected to terminate your access to the Services, Azeus will use commercially reasonable efforts to notify you through the Services. We may also terminate the Contract for any reason by providing you 30 days advance notice.

You acknowledge that if your access to the Services is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination by Azeus, for reasons other than cause, or at your direction, you may request access to your Content, which we will make available for an additional fee. You must make such request within thirty (30) days following termination. Otherwise, **any Content you have stored with the Services may not be retrievable**, and we will have no obligation to maintain any data stored in your account.

In addition to other termination provisions, if your account is not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered User; or (b) you do not engage in any activity in your account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Content you may have stored will be lost.

If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

VII. ACCEPTABLE USE

You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organisation, or Azeus and/or to build a similar service or website. You must not: damage, disable, overburden, or impair the Service (or any network connected to the Services); resell or redistribute the Services or any part of it; use any unauthorised means to modify, reroute, or gain access to the Services or attempt to carry out

these activities; or use any automated process or Services (such as a bot, a spider, or periodic caching of information stored by Azeus) to access or use the Services.

In addition, you promise that you will not and will not encourage or assist any third party to:

- (a) modify, alter, tamper with, repair or otherwise create derivative works of any Software;
- (b) reverse engineer, disassemble or decompile the software used to provide or access the Services, including the Software, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- (c) use the Service in any manner or for any purpose other than as expressly permitted by these Terms, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service ("Policies");
- (d) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- (e) remove, obscure or alter any proprietary rights notice pertaining to the Services;
- (f) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
- (g) use the Services in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Services could lead to death, personal injury, or physical property or environmental damage;
- (h) use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorised junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Convene unless your account is subject to a business subscription; (iv) store or transmit inappropriate Content, such as Content: (i) containing unlawful, defamatory, threatening, pornographic, abusive, libellous or otherwise objectionable material of any kind or nature, (ii) containing any material that encourages conduct that could constitute a criminal offence, or (iii) that infringes the intellectual property rights or rights to the publicity or privacy of others; (iv) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (v) abuse, harass, stalk or otherwise violate the legal rights of a third party;
- (i) interfere with or disrupt servers or networks used by Azeus to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Services;
- (j) access or attempt to access Convene's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;

(k) cause, in Azeus's sole discretion, inordinate burden on the Service or Convene's system resources or capacity; or

(l) share passwords or other access information or devices or otherwise authorise any third party to access or use the Software or the Services.

Azeus reserves the right, in its sole discretion, to deactivate, change and/or require you to change your Convene user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services and which makes use of Convene's trademarks for any reason or for no reason. Azeus may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in our sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Content.

VIII. UPDATES AND CHANGES TO THE SERVICE

Azeus reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time.

We may add or remove functionalities or features, and we may suspend or stop the Services altogether.

Azeus may post on the Site and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Services. It is your responsibility to check your email address and/or primary email address registered with Convene for any such notices. You agree that Azeus shall not be liable to you or any third party for any modification, cessation or discontinuation of the Services.

If you have paid to use the Services and we terminate the Services without cause or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment, as we determine appropriate.

IX. SOFTWARE

If you receive Software from us, its use will be subject to the terms of the licence agreement that accompany the Software. You must accept such terms in order to use the Software. If no license is presented to you when you download the Software, these Terms apply. We reserve all other rights to the Software.

We may automatically check your version of the Software. You acknowledge and agree that we may also automatically download to your computer or device new versions of the Software as part of the Services

Any Software is licensed, not sold. Unless we notify you otherwise, your right to use the Software ends when your right to use the Services ends. You must then promptly uninstall the Software, or we may disable it. You must not work around any technical limitations in the Software.

You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use.

X. THIRD PARTY SERVICES AND CONTENT

All transactions you make using the Services are between the relevant transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge and agree that we are not responsible for such content or services. We may also provide some content to you as part of the Services. However, Azeus is not an agent of any transacting party, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third party content you access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content.

Azeus shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services.

Should you have any problems resulting from your use of any third party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

XI. AZEUS PROPRIETARY RIGHTS

As between Azeus and you, Azeus or its licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items used to provide the Services (including all intellectual property rights therein), other than the rights explicitly granted to you to use the

Services in accordance with this Terms. No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Azeus. In the event that you provide comments, suggestions and recommendations to Azeus with respect to the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Services) (collectively, "**Feedback**"), you hereby grant to Azeus a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

XII. PRIVACY AND DATA SECURITY

Use of Data : In order to operate and provide the Services, we collect certain personal information and data about you. As part of the Services, we may also automatically upload information about your computer or device, your use of the Services, and the performance of the Services.

Data Processing : If Azeus processes any "personal data" on your behalf when performing its obligations under the Contract, the parties record their intention that you shall at all times be the "data controller" and Azeus shall be a "data processor" and in any such case Azeus shall process such personal data only in accordance with these Terms and any lawful instructions reasonably given by you from time to time.

You acknowledge and agree how we collect and use your personal information as set out in our Azeus Convene Privacy and Cookie Policy at <http://www.azeusconvene.com/privacypolicy/> .

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Services.

XIII. LIMITED WARRANTY AND DISCLAIMER

Limited Warranty : Where you are paying for the Services, we promise that we will try to operate the Services with reasonable care and skill and will use reasonable commercial efforts to promptly remedy any faults of which we are aware. We do not make any other promises or warranties about the products, or our performance of our responsibilities in these Terms. This warranty does not apply to any Services provided during a free trial period.

Azeus provides the Services and Site "as is" and "as available". To the maximum extent permitted by applicable law and except as expressly set out in these Terms, Azeus makes no (and specifically disclaims all) representations, conditions or warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the Services will be

uninterrupted, error-free or free of harmful components, that the Content will be secure or not otherwise lost or damaged, or any implied warranty of satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty or condition arising out of any course of performance, course of dealing or usage of trade.

You acknowledge and agree that your use of the Services and Site is at your own discretion and sole risk and that you will be solely responsible for loss of data that results from the submission or download of such content.

Some jurisdictions do not allow the exclusion of implied warranties or conditions, in such an event such exclusion will not apply solely to the extent prohibited by applicable law.

XIV. INDEMNIFICATION

To the extent permitted by law, you agree, at your expense, to indemnify, defend and hold Azeus, its affiliates, officers and employees harmless against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Services (including all actions taken under your account), in breach of these Terms: (a) infringes a third party's intellectual property right, including but without limitation a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Azeus's actions); or, (b) violates applicable law or these Terms. Azeus will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

XV. LIMITATION OF LIABILITY

(A) Nothing in these Terms limits or excludes Azeus's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

(B) Subject to (A) above, Azeus shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or its subject matter for: (i) loss of profits or revenue; (ii) loss or damage to business or reputation; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; (vii) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term "loss" includes partial loss or reduction in value as well as complete or total loss.

Liability cap : To the maximum extent permitted by applicable law, Azeus's total liability and that of its affiliates, officers, employees, agents, suppliers or licensors, arising under or in connection with the Contract shall be limited to the total fees paid by you to Azeus for the specific use of the Services giving rise to the claim in the twelve (12) months preceding the event first giving rise to the claim under the Contract.

XVI. GOVERNING LAW; LOCATION FOR RESOLVING DISPUTES

These Terms and any disputes or claims arising out of or in connection with these Terms or the subject matter (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of Hong Kong.

The parties irrevocably agree that the courts of Hong Kong have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter.

XVII. NOTICES

We may send you, in electronic form, information about the Services, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Services or by access to a website that we identify.

If you are a business customer, notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services. You may provide legal notice to us via email to legal@azeusconvene.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: 22/F Olympia Plaza, 255 King's Road, North Point, Hong Kong. Any such notice, in either case, must specifically reference that it is a notice given under these Terms. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

If you are a consumer, to cancel the Contract in accordance with your legal right set out in Clause 18, you must contact us in writing by sending an email to legal@azeusconvene.com or by sending a letter to : 22/F Olympia Plaza, 255 King's Road, North Point, Hong Kong. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date we receive the e-mail or letter.

XVIII. PAYMENTS, REFUNDS AND CANCELLATIONS

You will pay Fees in: (a) Pounds Sterling if you are a customer from the United Kingdom; (b) US Dollars, for all other customers. In addition to any Fees, you may still incur charges incidental to using the Services, for example, charges for Internet access, data roaming, and other data transmission charges.

Amount : The fees applicable for the Services are specified in the quotation ("**Quotation**") issued by authorised representatives from Azeus. Except as set out in this section, you shall be responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements)

Payment Details : You shall on the effective date of subscription to the Services provide to Azeus valid, up-to-date and complete credit card details or approved purchase order information acceptable to Azeus and any other relevant valid, up-to-date and complete contact and billing details and, if you provide:

(A) credit card details to Azeus, you hereby authorises Azeus to bill such credit card on the effective date of subscription to the Services for the subscription fees payable in respect of the Initial subscription term; and on each anniversary of the effective date of subscription to the Services for the subscription fees payable in respect of the next renewal period;

(B) approved purchase order information to Azeus, Azeus shall invoice you on the effective date of subscription to the Services for the subscription fees payable in respect of the initial subscription term; and at least 30 days prior to each anniversary of the effective date of subscription to the Services for the subscription fees payable in respect of the next renewal period, and you shall pay each invoice within 14 days after the date of such invoice.

Late Payment : If we have not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of Azeus, we may, without liability to you, disable your password, account and access to all or part of the Services and Azeus shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Azeus's bankers in Hong Kong at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

Refunds : All amounts and fees are, subject to clause 15, non-cancellable, non-refundable and are exclusive of value added tax, which shall be added to Azeus's invoice(s) at the appropriate rate.

Excess Storage Charges : If, at any time whilst using the Services, you exceed the amount of disk storage space specified in the Quotation, we shall charge you, and you shall pay the applicable excess data storage fees according to the rates as specified in the Quotation.

Price Changes : We will notify you in advance, either through the Services or to the email address you have most recently provided to us, if we change the price of the Services. If there's a specific length and price for your Service offer, that price will remain in force for that time. After the offer period ends, your use of the Services will be charged at the new price.

XIX. MISCELLANEOUS

Severability; Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Terms will remain in effect.

To the maximum extent permitted by law, these Terms and any document expressly referred to in them constitute the entire contract and understanding between you and us regarding the Services. You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of us, which is not set out in these Terms or any document expressly referred to in them. It supersedes any prior representations, understandings, contract or oral or written statements regarding your use of the Service or the subject matter of these Terms. Nothing in this clause 19.1 shall limit or exclude any liability for fraud.

Assignment and transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Services.

Independent Contractors; No third-party beneficiaries

Azeus and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

Claims

Claims must be filed within one year. You must bring any claim related to these Terms or the Services within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

Severability

If any of the provisions of these Terms are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for these Terms to be otherwise enforceable in such jurisdiction.

XX. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

Azeus does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise breaches these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. We reserve the right to delete or disable Content alleged to breach these Terms and to terminate repeat infringers.

XXI. INTELLECTUAL PROPERTY NOTICES

All contents of the Site and Services including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright © 2010-2013 Azeus Systems Holdings Ltd., and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

Convene and the Convene logo are, including without limitation, either trademarks, service marks or registered trademarks of Azeus, and may not be copied, imitated, or used, in whole or in part, without Azeus's prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

Azeus may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Services. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Services does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

END