

ESEMDEE TERMS OF SERVICE

Effective date: 1st March 2019

By using Esemdee, you agree to be legally bound by these Terms of Service. Please read them carefully before using Esemdee. If you register for a free trial of, this document will also govern your use of Esemdee during the trial period. If you do not wish to be bound by these Terms of Service, please do not use Esemdee.

Table of Contents

1. Introduction
2. About Esemdee
3. Eligibility
4. Esemdee Account
5. The Trial
6. Fees and Payment
7. Cancellation and termination
8. User Content
9. Prohibited activities
10. Intellectual property
11. Third-party content
12. No warranties
13. Limitation of liability
14. Indemnification
15. Amendment
16. Governing law and dispute resolution
17. Final provisions
18. Contact

1. Introduction

1.1 Applicability of the Terms. These Terms of Service (the “Terms”) constitute a legally binding agreement between S. M. Directions LTD having a registered

business address at 200 Brook Drive, Reading, Berkshire, RG2 6UB, the United Kingdom (the “Company”, “we”, “us”, and “our”) and an individual user (“user”, “you” and “your”) accessing and using the services provided through the websites esemdee.co.uk and esemdee.com and the mobile application Esemdee (collectively, “Esemdee”).

1.2 Term and termination. Your agreement with us regarding compliance with these Terms becomes effective immediately upon commencement of your use of Esemdee or earlier if agreed by you in a subscription agreement with us.

1.3 Third parties. These Terms apply to Esemdee only. Unless otherwise provided by the applicable law, we are not responsible or liable in any manner for the acts and omissions of third parties, the quality of the services provided by third parties, the content uploaded by third parties on Esemdee, and security and privacy practices deployed by the operators of third-party websites linked to from Esemdee.

1.4 Minors. Esemdee should not be used by persons under the age of 18.

1.5 License to use Esemdee. We grant you a personal, revocable, non-exclusive, non-transferable, and limited license to use Esemdee pursuant to these Terms.

1.6 Disclaimer. Although we regularly monitor the information available on Esemdee, we do not guarantee its truthfulness, reliability, currency, relevance, and completeness. Please exercise your own skill and care when using Esemdee.

1.7 Support. Any requests for customer or technical support should be addressed to support@esemdee.com or info@esemdee.com.

1.8 Other applicable terms. These Terms, together with the sign-up form, the pricing terms, the privacy policy available at <https://esemdee.com/privacy-policy> (the “Privacy Policy”) and any other terms available on Esemdee govern your use of Esemdee.

1.9 Language of the Terms. These Terms are available in the English language.

2. About Esemdee

2.1 Esemdee is a social media and a content marketing tool that helps to create, organize, publish, and promote content. Esemdee provides a social media marketing tool for various social media platforms, including Facebook, LinkedIn, Twitter, Pinterest, and Instagram. Esemdee includes all services provided through Esemdee based on the subscription plan purchased by you, including custom content (not limited to all software, data, text, images, sounds, videos, gifs, advertisements) and other templates made available through Esemdee.

2.2 Any new features, packages, or changes to Esemdee are also subject to these Terms. The availability of some new features of Esemdee may require the payment of additional fees and it is up to the sole discretion of the Company whether your access to any new features of Esemdee will require a new fee.

2.3 **The Services.** Some services available to you through Esemdee are provided free of charge (the "Free Services") and some services - for a fee (the "Paid Services") (collectively, the "Services"). There are different subscription plans (the "Subscription Plans") from which you may choose the option suitable for your needs. We reserve the right to determine and change the terms and scope of the Paid Services and the Subscription Plans. The description for each of the Subscription Plans is available on Esemdee or can be provided upon your request by contacting our support team at support@esemdee.com.

2.4 **Additional services.** Any services offered by us to you not included in the Paid Services (including customisation, integrations or consultative work) shall be charged separately in addition to your fees for the Paid Services in accordance with the price list provided by us.

2.5 **Availability.** Unless otherwise agreed upon in writing by the User and the Company, we do not commit to any specific service or availability level, response times for responding to or repairing defects, or other obligations with regard to the upkeep or maintenance of Esemdee. While we seek to ensure that Esemdee is available and that support tickets are handled within a reasonable time, we

undertake no obligation relating thereto hereunder. You agree that Esemdee may from time to time be unavailable due to planned interruptions, e.g., developing Esemdee services or repairing a defect therein. In such an event, we shall endeavor to provide advance notice, if possible, of such planned interruptions. We take no responsibility for the unavailability of Esemdee caused by the events outside our reasonable control (*force majeure* events).

3. Eligibility

3.1 By using Esemdee, you acknowledge and agree that:

- All information provided by you through Esemdee is accurate, complete, and you have the right to use it;
- All registration information you submit through Esemdee is truthful, accurate, and up-to-date;
- You are at least 18 years of age and/or have a full legal capacity to enter into legally binding relations;
- Your use of Esemdee will not violate these Terms, any applicable laws, regulations, and/or your entity, company, or organization rules;
- If you sign up to use Esemdee as a legal entity, you have the authority and the necessary authorization and agree to these Terms on behalf of that entity;
- You are not a competitor of the Company and are not using Esemdee for reasons that are in competition with Esemdee and the Company; and
- You will not violate any rights of the Company, including intellectual property rights, such as copyright or trademark rights;
- You are a human and not a machine; and
- You are solely responsible for all information and activities that occur under your user account.

4. Esemdee Account

4.1 In order to use the full functionality of Esemdee, you are required to sign up by creating a user account (the "Account"), accepting these Terms, and reviewing this Privacy Policy. We reserve the right, in our sole discretion, to refuse to register the Account for any reason.

4.2 **Personal data.** You can create the Account with your personal or your business entity's e-mail address. By registering the Account, you agree to provide true, accurate, current and complete information which may be requested on Esemdee, including, but not limited to, a valid e-mail address and payment details for the service of your choosing. You agree to regularly update such information in order to ensure its relevance and accuracy. If you register the Account on behalf of a company or a business, you confirm that you have the necessary authorization to register the Account on its behalf. All personal data related to your use of Esemdee is processed in accordance with our Privacy Policy.

4.3 **Username.** When creating the Account, Esemdee requires a username and a password to access it. Your registered email address will be used as a username to access your Account through Esemdee. The password can be set by you at your sole discretion or receive auto-generated upon sign up. It is up to you to change their auto-generated password. After registration, you will be assigned an account on Esemdee. By completing sign up you confirm that you have read, and agree to comply with our Terms.

4.4 **Security and confidentiality.** You are solely responsible for maintaining security and confidentiality of your username and password, and for all activities and damage caused by improper storage of such data, its unauthorized use, and for any consequences, which resulted or could have resulted from your use in such a manner. In the case of infringement of the confidentiality of your username and password, and any unauthorized use of your username and password, you must immediately notify us at support@esemdee.com. You agree not to permit the disclosure of your username and password to third parties, except the Company,

without our written permission. You are fully responsible for the transfer of rights and access to your Account to third parties. You are responsible for all actions committed with the use of your Account, username and password.

4.5 A single Account. A single user only has the right to create a single Account for the use of Esemdee, unless otherwise expressly provided by us. For example, you are expressly prohibited from creating successive Accounts in order to secure multiple, free of charge trial periods or to circumvent the limitations on the number of social media accounts connected to the given Account.

4.6 Audits. The Account is personal and may not be shared between several users of Esemdee, unless this has been expressly permitted in the Subscription Plan purchased by you. We reserve the right to audit the Accounts in order to ensure that the number and use of the Accounts is in accordance with users' Subscription Plans and to ensure the correctness of the fees charged by us. In the event access to the Account is permitted for multiple persons under the relevant Subscription Plan, such multiple or simultaneous shall not exceed the user number limits provided for in the Subscription Plan.

4.7 Suspending the Account. We reserve the right to block the uncommitted and inactive Accounts at our sole discretion after 12 months since the last authorization of such Account on Esemdee. We will not be liable for your failure to access Esemdee, if your Account has been blocked. If you provide false or incomplete information or we have a reason to believe that the information you provided is false, inaccurate or deliberately untrue, we are entitled to block your Account unilaterally, and deny your use of Esemdee.

4.8 Illegal actions. If you are suspected of having committed illegal actions, including, but not limited to, commitment of fraud with bank cards, violation of our or third parties' intellectual property rights, distribution of spam, malware, and other acts violating these Terms and/or applicable laws, we may report such actions to the relevant authorities and/or block your Account. We will be entitled to disclose your identity to third parties appealing that any material/content posted by you on

Esemdee violates the intellectual property rights or the right to privacy of such third parties.

5. The Trial

5.1 We offer a free trial for your use of Esemdee (the "Trial"). The length of the Trial can be changed at our sole discretion and is specified on Esemdee. You can cancel the Trial at any time before the Trial period specified by us expires.

5.2 In order to use the Paid Services after the Trial expires, you are required to register the Account and pay a subscription fee applicable to the Subscription Plan chosen by you following the expiration of the Trial.

5.3 We will request your payment details at the end of the Trial. Unless you cancel the Trial before the Trial expires, you will be automatically charged on the day after the expiration of the Trial, on a recurring monthly basis, unless otherwise stated.

5.4 By providing your payment details at the end of the Trial, you agree to continue using the Paid Services until a written notice of termination is delivered. If you do not provide us with your payment details, the Trial shall automatically expire. In the event the payment cannot be processed, your Subscription Plan associated with the Paid Services shall automatically expire.

5.5 Each user is only entitled to a single Trial period. You may not create or cause to be created multiple or successive Accounts in order to enjoy several free Trials.

6. Fees and Payment

6.1 **The Fees.** The Paid Services are available on a subscription basis. The fees for the Paid Services (the "Fees") are specified on Esemdee and have to be accepted by you before using the Paid Services. The Fees specified on Esemdee are not inclusive of taxes and additional service fees, which are to be paid at the discretion of the user. We may change the Fees for the Paid Services at any time with a 30-days prior notice to you, if you have an active Subscription Plan. We reserve the

right to convert any free portion or feature of the Free Services into the Paid Services, and vice versa. In the event you continue using Esemdee after such a change, you will be deemed to have accepted the change in question.

6.2 Concluding a service contract. If you would like to order the Subscription Plan, please register the Account on Esemdee, choose the Trial or a Subscription Plan, provide the required payment information (if you choose the Subscription Plan), and click on the button “Order”. You will be able to identify and correct any input errors prior to clicking on the “Order” button. After you click on the button “Order”, we will send you a confirmatory email informing you about your order. By clicking on the button “Order” and receiving a confirmatory email, you conclude a service contract in English with us on the basis of these Terms. The details of the specific service contract will not be filed by us and, therefore, the specific contract will not be available to you. However, if you require any information regarding your order, please consult your Account or contact us by using the contact details mentioned at the end of the Terms.

6.3 Payment processing. The Fees are payable as an advance payment for the Paid Services. We currently use the payment service provider Stripe and may use other third party payment service providers to handle all payments of the Fees. We are not liable for the processing of your payments and shall not be liable for any matter in connection with the processing of your payments.

6.4 Recurrent payments. The Paid Services are available on a pay-as-you-go basis and are charged at the start of your elected subscription term (generally monthly or annually). Unless you cancel your Subscription Plan prior to the expiration of its current subscription term, we will automatically renew your Subscription Plan based on your Subscription Plan’s renewal cycle and will charge your credit card with the applicable Fees. The Subscription Plan must be cancelled at least 30 days prior to expiration thereof to avoid automatic renewal.

6.5 Authorization to charge your credit card. By becoming a subscriber of the Paid Services and submitting your credit card information through Esemdee, you

authorize us to process your payment card information and to charge the billing source you have provided for your Account according to the Subscription Plan you selected until your Account is terminated or you cancel the Subscription Plan.

6.6 Overdue or declined charges. If you fail to pay the applicable Fees on time, or if your credit card payment information is entered in error or does not go through for processing and you do not update your payment information upon our request, your entire Subscription Plan may be blocked or cancelled if the due payment is not received by us within 14 days after you have been sent a reminder of the overdue payment or declined transaction. After your Subscription Plan is terminated, we will keep your current Account settings in our servers for 90 days. After that time, we reserve the right to remove such settings from our servers with no liability or notice to you.

7. Cancellation and termination

7.1 You may terminate your Subscription Plan at any time by delivering a written notice of termination to us at support@esemdee.com. You are not entitled to any refunds of the Fees paid by you, but you will retain access until that billing period is over and you will not be charged again.

7.2 Right of withdrawal from the service contract. You are entitled to a 30-days Trial, which constitutes your right of withdrawal from a service contract. In order to exercise your right of withdrawal, please cancel the Trial before the Trial expires as described in Section 5 of these Terms.

7.3 If your Account is cancelled, we reserve the right to remove your Account information along with any Account settings from our servers with no liability or notice to you. Once your Account information is removed you will not be able to recover this information. Upon removing your Account, these Terms are terminated and your access rights to the Services immediately cease to exist.

7.4 We may suspend or block your Account without prior notice if you are in breach of the Terms or if your actions in using Esemdee or providing the User Content (as

defined below) are in breach of law (including, but not limited to, personal data legislation, intellectual property rights of third parties, laws against defamatory or pornographic material) or good business practice, or if your User Content or actions lead to claims by third parties against us. In such an event, we reserve the right to (i) modify or discontinue, temporarily or permanently, your use of Esemdee, the Services (or any part thereof) and the Subscription Plan and (ii) refuse any/all current and future use of Esemdee, suspend or terminate your Account or any part thereof, and remove and discard any of your User Content. In the event we decide to terminate or suspend your Account and/or the Subscription Plan hereunder, we will have no obligation to refund any payments of the Fees made by you.

7.5 We may in any event terminate these Terms and your right to access and use of the Services, by way of termination without cause by giving you a thirty (30) day prior written notice, in which event your right of access to Esemdee will cease at the end of your present, paid-up Subscription Plan period. We will use reasonable efforts to contact you directly via email to warn you prior to the suspension, termination, or successful cancellation of your Account. Upon the termination or expiry of your Account for any reason, your right of access to the Services will terminate immediately.

8. User Content

8.1 You retain the ownership of any content you upload, store or post through Esemdee, such as texts, pictures, reviews, campaigns created and uploaded by you on Esemdee (the "User Content"). The User Content does not include the content that you receive or use from Esemdee libraries or through Esemdee in any other way.

8.2 You hereby grant us a limited worldwide license to use, access, copy, modify, distribute, reproduce, store, transmit, reformat, edit, translate, make derivative works of, publicly display and publish the User Content to the extent needed by us

to operate Esemdee and provide the Services to you. The license you grant us with regard to the User Content is non-exclusive, fully-paid, royalty-free, transferable and sub-licensable.

8.3 You are solely responsible for your User Content and liable for any consequences out of or related to publishing or transmitting such User Content. By publishing or transmitting the User Content, you confirm that you have the right to publish or transmit such User Content and that such actions do not violate these Terms, applicable laws, or the intellectual property rights of any third parties. You must ensure that no private content or personal data of persons other than you is made public accidentally or without authorization.

8.4 If you use Esemdee to carry out promotional campaigns, contests or similar, you are solely liable for ensuring that the performance of any such activities is in compliance with all applicable laws and rules of the corresponding social media provider.

8.5 We do not monitor the User Content. You are solely liable for the compliance of your User Content and other activities carried through Esemdee with these Terms and the terms of the corresponding social media service providers. However, without assuming any obligation to do so, we may delete any User Content or suspend or terminate your Account at our sole discretion. We may take such measures with or without prior notification to you.

8.6 We are not responsible for keeping back-up copies of the User Content once your Account or User Content is removed or blocked for whatever reason. We make no guarantee that the User Content will be safely stored. To be safe, you should independently back-up your User Content, to the extent permitted herein and by applicable laws and regulations.

8.7 The User Content includes personal views and recommendations of users. None of such User Content reflects the views of the Company or any commitments related thereto.

9. Prohibited activities

9.1 You are NOT permitted to do the following:

- Use Esemdee for illegal, harmful, misleading, fraudulent or other malicious purposes or to publish or communicate through Esemdee any unlawful, defamatory, violent, harassing, sexually explicit or otherwise objectionable content;
- Transmit material or content that contains viruses or other malicious code, or content which infringes or may infringe intellectual property or other rights of third parties;
- Display, use or post the files that you download from Esemdee (the "Files") in a way that would lead to the conclusion that the model in the Files approves or endorses the items or services of any venture or trademark;
- Show a person depicted in the Files in sensitive scenarios that could reasonably be considered offensive or unflattering to that person (e.g., related to mental and physical deficits, sexual or implied sexual activity or preferences, crime, physical or mental abuse or ailments);
- Use the Files for pornographic, illegal or immoral purposes; and/or use the Files in items or products that could embarrass or humiliate a person or model in the Files;
- Send unsolicited, intrusive messages, spam, and "chain letters";
- Perform unauthorized actions for collection, storage, use or disclosure of users' personal data obtained from Esemdee or as a result of uploading the Files or using the Services;
- Take any actions which may lead to the liability of the Company towards any party or which may cause a suspension or termination of services offered by third parties to the Company or Esemdee users;
- To interfere with the operation of Esemdee, the Services available therein and other users' Accounts;
- To register on Esemdee under another username and password, already

being a registered user of Esemdee;

- To attempt unauthorized access to Esemdee or the servers on which it is hosted, or any other servers, computers or database, other equipment and technological tools related to Esemdee;
- To perform DoS-attacks and DDOS-attacks on Esemdee;
- Abuse other users of Esemdee;
- Use bots and other automated methods to obtain (“scrap”) data available on Esemdee; and
- To perform any other actions, which may violate the provisions of these Terms and/or applicable laws, on Esemdee.

9.2 The above-mentioned actions can be qualified as an offense entailing the punishment and sanctions provided for by law. In the case of such violations, we will be forced to contact the competent authorities to enforce our rights and interests, as well as the rights and interests of the users of Esemdee. In the case of the above actions, user’s right to use Esemdee will be discontinued and we will be entitled to disclose the user’s personal data and other information to the competent authorities and persons as provided for by the applicable laws.

10. Intellectual property

10.1 The content provided by us through Esemdee, including all information, data, text, graphics, images, templates, sound files, software, advertisements and other material contained in Esemdee’s libraries and the Services (the “Esemdee Content”) is the property of the Company and/or its licensors, and shall remain our the said licensors’ exclusive property.

10.2 Notwithstanding Section 10.4 of these Terms, we grant you a limited, revocable, personal (unless otherwise provided in the Subscription Plan), non-exclusive license to access Esemdee and view, copy, print and publish the Esemdee Content made available to you in relation to the Services during the term

of your valid Subscription Plan. You may use the Esemdee Content for your own use but you may not edit or make derivative works of the Esemdee Content, or reproduce, distribute or display it for any other reasons than provided in these Terms.

10.3 For avoidance of doubt, you are not permitted to publish or use in any other way any of the pre-written templates available in the library of Esemdee for any other purpose than for the use of the Services.

10.4 These Terms do not grant you any rights to use the trademarks related to Esemdee, logos, service marks, button icons, design, domain names or other distinctive branding features, whether for commercial or non-commercial use, without the prior express consent of the Company.

10.5 You agree that the Esemdee Content (e. g. templates, texts, images, and other material) **is not unique to your business and it may be used and published by other users of Esemdee as well.**

10.6 Other than the right to access and use Esemdee as expressly provided herein, all intellectual property rights to Esemdee not explicitly granted to you in these Terms are retained by the Company. Except as expressly permitted above, any use of any Esemdee Content without the prior written permission of the Company is strictly prohibited and any use of the Esemdee Content in breach of these Terms will terminate the license granted by us to you with regard to Esemdee. To request a permission to use the Esemdee Content not permitted in this Section 10, you may contact the Company at contact details provided at the end of these Terms.

10.7 **Copyright infringement claims.** We respect intellectual property rights. If you have any grounds to believe that any content made available through Esemdee violates your or third party's intellectual property rights, please contact us and express your concerns or request to remove the allegedly infringing content. We will reply to the copyright infringement claim as soon as possible but no later than 2 weeks. Before sending your claim to us, please make sure that you SIGN it and include the following information:

- Identification with sufficient detail of the copyrighted work that you believe has been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- Your contact details allowing us to respond to your claim;
- The following statement: *"I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";*
- The following statement: *"I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed".*

11. Third-party content

11.1 The Company, other users of Esemdee or third parties may provide content on Esemdee during the provision of the Services or redirection to other websites (the "Linked Sites"). We expressly disclaim responsibility for the accuracy, quality, legality, nature, availability, reliability, and privacy and security practices of such Linked Sites.

11.2 The Linked Sites are provided solely as a convenience to you. The Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

11.3 You will need to make your personal independent judgment regarding your interaction with the Linked Sites.

12. No warranties

12.1 To the extent permitted by the applicable law, we disclaim any and all

warranties, expressed or implied, in connection with Esemdee. Esemdee is provided to you “as is” and “as available” and we do not offer any warranties as to the quality, fitness for purpose, non-infringement, completeness or accuracy of Esemdee. In particular, we do not warrant that Esemdee will work with any user interface or browser, or with any network connection, particularly if you do not have a sufficiently fast and reliable Internet connection and updated and modern user interface and browser. Regardless of our efforts to provide you with the Services of the highest quality, safety and security, we make no warranty that Esemdee and the Services will be uninterrupted, timely or error-free or that defects will be corrected. We do not warrant that the collection, transmission and storage of personal data is secure at all times.

12.2 We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of Esemdee, all without liability to you for any interruption, modification, or discontinuation of the Services or any function or feature of Esemdee. Reasonable advance notification will be provided of discontinuing the Services where possible.

12.3 We are not responsible for any difficulties in operating or using Esemdee that are caused by the web hosting service provider, social media service provider, your Internet service provider or any other third party, unless required by applicable law.

13. Limitation of liability

13.1 To the maximum extent permitted by the applicable law, we shall not be liable for any damages or loss of profit resulting from your use or inability to use Esemdee or any unauthorized access to or interruption, alteration, loss or deletion of the User Content. Furthermore, we shall in no event be liable for indirect, consequential or punitive damages.

13.2 In any event, our aggregate liability is limited to the Fees paid by you for the Paid Services during the twelve (12) months immediately preceding that month in

which the event giving rise to our liability occurred.

14. Indemnification

14.1 You agree to indemnify, defend, and hold the Company and its third-party service providers harmless from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to:

- Any User Content you submit, transfer or make available through Esemdee;
- Any promotional campaigns or contests organized or created by you;
- Your misuse of Esemdee;
- Your breach or alleged breach of any of these Terms; and
- Your violation of any rights (including intellectual property rights) of a third party.

15. Amendment

15.1 **Amendments of the Terms.** We expressly reserve the right to change these Terms from time to time upon reasonable notice to you (including, without limitation, via electronic notification through Esemdee or email). You agree that it is your responsibility to review these Terms from time to time and to familiarize yourself with any modifications. Your continued use of Esemdee after notification of such modifications will constitute your acknowledgement of the modifications and agreement to abide and be bound by the revised Terms. You can review the most current version of the Terms at any time on Esemdee.

16. Governing law and dispute resolution

16.1 **Governing law.** These Terms shall be governed and construed in accordance with the laws of the England and Wales, the United Kingdom, without regard to its conflicts of law provisions.

16.2 Disputes between us and consumers. If you use Esemdee as a consumer (i.e., a person acting outside the scope of your business, trade, or profession), any disputes concerning, relating, or referring to these Terms shall be submitted to the exclusive jurisdiction of the courts in London, England, the United Kingdom. If you are not satisfied with the services provided by us, we strongly encourage you to contact us first so that we could address your concerns.

16.3 Alternative dispute resolution for consumers. Please note that cross-border disputes between consumers and traders regarding goods or services bought online may be resolved out-of-court at a low cost in a simple and fast way on the web-based Online Dispute Resolution platform developed by the European Commission. The Online Dispute Resolution platform is available in 23 official languages of the European Union at <https://webgate.ec.europa.eu/odr>.

16.4 Disputes between us and non-consumers. If you use Esemdee as a non-consumer, you agree that any dispute concerning, relating, or referring to these Terms shall be resolved exclusively by binding arbitration and the online arbitration service provider Arbitration Resolution Services, Inc. (<https://www.arbresolutions.com>) located in Florida, the United States, will be engaged for resolving disputes. The arbitrator and not any court or agency shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability, conscionability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Nothing herein prevents the user or the Company from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

17. Final provisions

17.1 Entire agreement. These Terms together with the sign-up form, the pricing terms, our Privacy Policy and any other special terms applicable to your use of Esemdee constitute the entire agreement between you and us with respect to the

subject matter of these Terms, and supersede and replace all previous agreements, written or oral, applicable to the subject matter of these Terms.

17.2 **Severability.** If any provision of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired.

17.3 **Assignment.** We may assign any or all of its rights hereunder to any party without our consent.

18. Contact

Please feel free to contact us if you have any questions about the Terms.

Email: support@esemdee.com

Phone: +44 (0) 118 848 7000

Post address: Esemdee

c/o: S.M. Directions

200 Brook Drive

Green Park

Reading, Berkshire

RG2 6UB

The United Kingdom

Company registration number: 10398059