

Terms and Conditions

Effective Date: June 2, 2016

Thanks for using Conflux's products and services ("**Services**").

These Terms of Use ("**Terms**") contain the terms under which Conflux provides their Services to you and describe how the Services may be accessed and used.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services. If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that organization.

1. Fees and Payments

1.1. Fees for Services. You agree to pay to Conflux any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.2. Subscriptions. Some of our Services are billed on a subscription basis (we call these "**Subscriptions**"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "**billing cycle**"). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. **Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal by contacting our customer support team.** While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

1.3. Taxes. Unless otherwise stated, you are responsible for any taxes (other than Conflux's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "**Taxes**"). You will pay Conflux for the Services without any reduction for Taxes. If Conflux is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Conflux with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. Conflux will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from Conflux V.O.F. for business reasons, and are located in a different European Union member state from Conflux V.O.F.. If you are required by law to withhold any Taxes from your payments to Conflux, you must provide Conflux with an official tax receipt or other appropriate documentation to support such payments.

1.4. Price Changes. Conflux may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Conflux will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

1.5. Overage Fees. Unless otherwise stated, any overage fees incurred by you will be billed in arrears. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

2. Privacy

2.1. Privacy. In the course of using the Services, you may submit content to Conflux (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “**Content**”). We know that by giving us your Content, you are trusting us to treat it appropriately. Conflux’s Privacy Policy detail how we treat your Content and personal data and we agree to adhere to that privacy policy. You in turn agree that Conflux may use and share your Content in accordance with our privacy policy.

2.2. Confidentiality. Conflux will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policy). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by Conflux); (b) was lawfully known to Conflux before receiving it from you; (c) is received by Conflux from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Conflux without reference to your Content. Conflux may disclose your Content when required by law or legal process, but only after Conflux, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

2.3. Security. Conflux will store and process your Content in a manner consistent with industry security standards. Conflux has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

3. Your Content

3.1. You Retain Ownership of Your Content. You retain ownership of all of your intellectual property rights in your Content. Conflux does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

3.2. Limited License to Your Content. You grant Conflux a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by Conflux’s privacy policy. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Conflux’s business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide Conflux with feedback about the Services, we may use your feedback without any obligation to you.

3.3. Customer Lists. Conflux may identify you (by name and logo) as a Conflux customer on Conflux's website and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.

3.4. Other IP Claims. Conflux respects the intellectual property rights of others, and we expect our users to do the same. If you believe a Conflux user is infringing upon your intellectual property rights, you may report it to our customer support team.

4. Conflux IP

4.1. Conflux IP. Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content).

5. User Content

5.1. User Content. The Services display content provided by others that is not owned by Conflux. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Conflux is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

5.2. Content Review. You acknowledge that, in order to ensure compliance with legal obligations, Conflux may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Conflux otherwise has no obligation to monitor or review any content submitted to the Services.

5.3. Third Party Resources. Conflux may publish links in its Services to internet websites maintained by third parties. Conflux does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

6.1. Keep Your Password Secure. If you have been issued an account by Conflux in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Conflux, are responsible for any activity occurring in your account (other than activity that Conflux is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Conflux immediately. Accounts may not be shared and may only be used by one individual per account.

6.2. Keep Your Details Accurate. Conflux occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

6.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Conflux will not be liable for any failure to store, or for loss or corruption of, your Content.

6.4. Account Inactivity. Conflux may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

6.5. Customer Success. Conflux may assign you a customer success manager (“CSM”). The CSM may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

7. User Requirements

7.1. Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with Conflux. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with Conflux, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms. You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

8. Acceptable Uses

8.1. Legal Compliance. You must use the Services in compliance with, and only as permitted by, applicable law.

8.2. Your Responsibilities. You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

(a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.

(b) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.

(c) You may not circumvent or attempt to circumvent any limitations that Conflux imposes on your account.

(d) Unless authorized by Conflux in writing, you may not probe, scan, or test the vulnerability of any Conflux system or network.

(e) Unless authorized by Conflux in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.

(f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

(g) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(h) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Conflux will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Conflux.

(i) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.

(j) Unless authorized by Conflux in writing, you may not resell or lease the Services.

(k) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless Conflux has agreed with you otherwise. You may not use the Services in a way that would subject Conflux to those industry-specific regulations without obtaining Conflux's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" without entering into a separate business associate agreement with Conflux that permits you to do so.

9. Suspension and Termination of Services

9.1. By You. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

9.2. By Conflux. Conflux may terminate your Subscription at the end of a billing cycle by providing at least 30 days' prior written notice to you. Conflux may terminate your Subscription for any reason by providing at least 90 days' written notice to you and will provide a pro rata refund for any period of time you did not use in that billing cycle. Conflux may suspend performance or terminate your Subscription for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after Conflux has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, Conflux may limit or suspend the Services to you if you fail to comply with these Terms, or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Conflux may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we limit, suspend, or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Conflux may decide that we need to take immediate action without notice. Conflux will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. Conflux has no obligation to retain your Content upon termination of the applicable Service.

9.3. Further Measures. If Conflux stops providing the Services to you because you repeatedly or egregiously breach these Terms, Conflux may take measures to prevent the further use of the Services by you, including blocking your IP address.

10. Changes and Updates

10.1. Changes to Terms. Conflux may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the Conflux website. If an amendment is material, as determined in Conflux's sole discretion, Conflux will notify you by email. Notice of amendments may also be posted to Conflux's blog or upon your login to your account. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Conflux to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

10.2. Changes to Services. Conflux constantly changes and improves the Services. Conflux may add, alter, or remove functionality from a Service at any time without prior notice. Conflux may also limit, suspend, or discontinue a Service at its discretion. If Conflux discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. Conflux may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

11. Disclaimers and Limitations of Liability

11.1. Disclaimers. While it is in Conflux's interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND CONFLUX DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

11.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONFLUX, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF CONFLUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.3. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF CONFLUX, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO CONFLUX FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) EUR€200.00.

11.4. Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

11.5. Businesses. If you are a business, you will indemnify and hold harmless Conflux and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

12. Contracting Entity

12.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Conflux V.O.F.

12.2. Conflux V.O.F. For any Service provided by Conflux V.O.F., the following provisions will apply to any terms governing that Service:

- **Contracting Entity.** References to “**SurveyMonkey**”, “**we**”, “**us**”, and “**our**” are references to SurveyMonkey Europe UC, located at Einsteinlaan 205, 1171VT, Badhoevedorp, the Netherlands.
- **Governing Law.** Those terms are governed by the laws of the Netherlands (without regard to its conflicts of laws provisions).
- **Jurisdiction.** Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce those terms or arising out of or in connection with those terms, each party irrevocably submits to the exclusive jurisdiction of the courts of the Netherlands.

13. Other Terms

13.1. Assignment. You may not assign these Terms without Conflux's prior written consent, which may be withheld in Conflux's sole discretion. Conflux may assign these Terms at any time without notice to you.

13.2. Entire Agreement. These Terms constitute the entire agreement between you and Conflux, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

13.3. Independent Contractors. The relationship between you and Conflux is that of independent contractors, and not legal partners, employees, or agents of each other.

13.4. Interpretation. The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.

13.5. No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

13.6. Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

13.7. Third Party Beneficiaries. There are no third party beneficiaries to these Terms.

13.8. Survival. The following sections will survive the termination of these Terms: 1, 2, 3.2, 9, 11, 12, and 13.

14. Terms for Certain Customers and Countries

14.1. Language. These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

14.2. Country-Specific Terms. If you are located in one of the following locations, the terms thereunder apply.

Australia

AU1. **ACL.** Nothing in these Terms will restrict, exclude, or modify, or purport to restrict, exclude, or modify, any statutory consumer rights under the *Competition and Consumer Act 2010* (Cth).

Brazil

BR1. **Additional Responsibilities.** If you are younger than 16 years old, you must be represented by your parents or guardians in order to agree to these Terms and to use the Services. If you are aged 16 or 17, you must be assisted by your parents or guardians to agree to these Terms and to use the Services.

BR2. **Right of Withdrawal.** If you are a consumer, you may withdraw your Subscription within 7 days of the date your Subscription first starts by sending us a notice of withdrawal. If you withdraw your Subscription under this Section, the fees you paid for that Subscription will be refunded upon Conflux's receipt of your notice of withdrawal.

BR3. **Consumer Rights.** If you are a consumer: (a) statutory warranties provided in the Law No. 8.078/1990 ("Consumer Protection Code") apply to you despite anything to the contrary in Section 11.1 (Disclaimers); (b) Section 11.2 (Exclusion of Certain Liability) will not apply to you in relation to the damages caused to you due to defects in the Services, as provided by Article 14 of Law No. 8.078/1990 ("Consumer Protection Code"); and (c) Section 11.3 (Limitation of Liability) will not apply to you.

Europe

EU1. **Right of Withdrawal.** In certain European countries, you have a legal right to cancel Subscriptions within a certain period of time. For details, see the country-specific terms for your country and our [Subscription Cancellation Policy](http://help.surveymonkey.com/articles/en_US/kb/Subscription-Cancellation-Policy-Europe-only?(Europe%20only))[http://help.surveymonkey.com/articles/en_US/kb/Subscription-Cancellation-Policy-Europe-only?\(Europe only\)](http://help.surveymonkey.com/articles/en_US/kb/Subscription-Cancellation-Policy-Europe-only?(Europe%20only)).

France

FR1. **Overdue Payments.** Overdue payments may result in a penalty at an interest rate equal to 3 times the legal interest rate or the statutory minimum rate, whichever is higher. Additionally, the statutory penalty for collection costs may be payable by you in the event of late payment.

FR2. **Right of Withdrawal.** If you are a consumer, starting from the date your Subscription first starts, you have 14 days to exercise your right of withdrawal without cause, provided that you have not benefited from or started to use the Services before the end of that 14 day period.

FR3. **Media.** The limited license you grant to Conflux under Section 3.2 (Limited License to Your Content) allows Conflux to exploit your Content in any form and on any medium, including paper or digital media such as hard disks and flash drives, and by any means or process, including by wired,

wireless, or online transmission of digitized or analog data. The duration of such limited license extends only for the legal term of protection of the intellectual property rights attached to your Content.

FR4. Warranties. If you are a consumer, statutory warranties and the warranty of merchantability apply to you despite anything to the contrary in these Terms. Any disclaimer of warranties in these Terms does not derogate from any of your statutory warranty rights listed below:

Article R. 211-4 of the French Consumer Code: “In contracts entered into between professionals, on the one hand, and, on the other hand, non-professionals or consumers, the professionals cannot contractually warrant the item to be delivered or the service to be rendered without clearly stating that, whatever the circumstances, the legal warranty binding the professional seller to cover the purchaser against any consequences of faults or hidden defects in the item being sold or the service being rendered, applies.”

Article L. 211-4 of the French Consumer Code: “The seller is required to deliver a product which is conformed to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.”

Article L. 211-5 of the French Consumer Code: “To be in conformity with the contract, the product must: (1) be suitable for the purpose usually associated with such a product and, if applicable: correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; [and] have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labeling; or (2) have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.”

Article L. 211-12 of the French Consumer Code: “Action resulting from lack of conformity lapses two years after delivery of the product.”

Article 1641 of the French Civil Code: “A seller is bound to a warranty on account of the latent defects of the product sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.”

Article 1648 §1 of the French Civil Code: “The action resulting from redhibitory vices must be brought by the buyer within a period of two years following the discovery of the vice”.

FR5. Limitation. Section 11.3 (Limitation of Liability) does not apply to you if you are a consumer.

Germany

DE1. Right of Withdrawal. If you are a consumer, you may withdraw your contractual declaration within 14 days without giving reasons in text form (e.g. by mail, fax, email). The time period commences upon your receipt of this information notice in textual form, but not before the conclusion of the contract and also not before we have met our information requirements as set forth under Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 of the Introductory Act to the German Civil Code and our information requirements under § 312 g paragraph 1, first sentence German Civil Code in conjunction with Article 246 § 3 of the Introductory Act to the German Civil

Code. Punctual dispatch of the declaration of withdrawal suffices to observe the withdrawal period. The declaration of withdrawal has to be directed to our customer support team.

DE2. Consequences of Withdrawal. In the case of a valid withdrawal, the mutually received deliverables shall be returned and any benefits obtained, if any (e.g. interest), shall be handed over. To the extent that you are unable to return or, where applicable, to deliver up the received deliverable and benefits obtained (e.g. use and enjoyment) in whole or in part, or only in a deteriorated condition, you may have to compensate us accordingly for loss of value, if any. This may possibly lead to the result that you will nevertheless have to fulfill the contractually owed payment obligations for the time period until withdrawal. Any obligation to reimburse payments must be fulfilled within 30 days. The period for the payment of costs will begin, in your case, with the dispatch of your declaration of withdrawal and in our case, upon receipt of same.

DE3. Special Notifications. Your right of withdrawal expires prematurely if the contractual relationship was fully discharged by both sides at your explicit request before you have exercised your right of withdrawal.

DE4. Termination for Breach. A failure to comply with these Terms must be material, repeated, or persistent before Conflux may exercise its right of termination under Section 9.2 (By Conflux).

DE5. Specific Works. Conflux is not obliged to create any specific works for you.

DE6. Liability Provisions. Sections 11.2 (Exclusion of Certain Liability) and 11.3 (Limitation of Liability) do not apply and are replaced with the following: "Conflux's liability to you for damages caused by slight negligence will, irrespective of its legal ground, be limited as follows: (a) Conflux will be liable up to the amount of foreseeable damages typical for this type of contract for a breach of material contractual obligations; and (b) Conflux shall not be liable for a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care. The foregoing limitations of liability, as well as any other limitations of liability contained in these Terms, will not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused personal injuries. Additionally, such limitations of liability will not apply if and to the extent that Conflux has assumed a specific guarantee. The foregoing shall apply accordingly to Conflux's liability to you for futile expenses. You are obliged to take adequate measures to avert and reduce damages."

Luxembourg

LU1. Survival. Sections of these Terms which are expressly stated to survive its termination will not survive indefinitely, but survive for a period of 30 years.