

## GENERAL TERMS OF USE

These general terms and conditions of use are used by ELEQT Inc.: trading as ELEQT, a company duly organized under the laws of The United Kingdom.

### Article 1 – Definitions

The following definitions shall have the following meaning as used in these general terms and conditions:

- Advertiser; a party advertising on the Website, either pursuant to an advertising agreement with ELEQT or with ELEQT' endorsement.
- General Terms of Use;
- these general terms and conditions.
- Material; any and all material made available by a Member on the Website, including without limitation images, films, sounds, text, programs and any kind of link to another website or another part of a website.
- Member Agreement; the private person who has concluded a membership
- Membership; the membership agreement between ELEQT and the Member.
- Agreement; pursuant to which the Member has access to the Website and can enjoy certain privileges, as defined by ELEQT.
- Membership; the Member's membership pursuant to the Membership Agreement.
- Premium Membership; a form of Membership, created after paying the Rates.
- Premium Member; the private person who has concluded a Membership Agreement and has paid the Rates.
- Member; the private person who has concluded a Membership Agreement and has paid the Rates.
- Parties; ELEQT and the Member
- Rate; the rates - if applicable - payable by the Member for the Membership as communicated through the Website.
- Website; ELEQT's website (including but not limited to) the website under the domain names 'ELEQT' with the extensions.com and all other websites on which ELEQT performs its services, including all related software.

### Article 2 – Applicability

2.1 These General Terms of Use are applicable to and form an integral part of all Membership Agreements, unless and only insofar as the Parties have agreed otherwise in writing.

2.2 All clauses in these General Terms of Use referring to Member(s) and Membership, also apply to Premium Member(s) and Premium Membership.

2.3 The applicability of the Member's possible general terms and conditions is hereby explicitly rejected.

2.4 Deviations from the General Terms of Use and/or the Membership Agreement are valid if confirmed by ELEQT in writing (including email) only.

2.5 ELEQT may modify the General Terms of Use at any time. The modified General Terms of Use shall apply after the date of such modification. If ELEQT intends to modify the General Terms, it will notify the Member in writing (including email) of such intent. The Member is entitled to terminate the Membership Agreement immediately, during a period of five days after such notice, after which term the modified General Terms of Use shall be deemed accepted and apply to the Membership Agreement.

## Article 3 – Membership

3.1 A person may become a Member if invited by another Member and/or through paying the Rates, as indicated by ELEQT, and/or through the successful completion of a trial membership period. A person paying the Rates becomes a Premium Member. ELEQT is an exclusive, social network for young people accustomed to luxury and style. A Member may therefore only invite persons that he or she actually knows and only persons who meet the same social profile as the Member. This way, the Members themselves can assure that ELEQT will maintain the same status and exclusivity they are accustomed to. Notwithstanding the foregoing, ELEQT is, at its discretion, entitled to refuse a Member for Membership.

3.2 A person can only become a Member under his or her true name and has to provide his or her true contact details. The Member shall be entirely responsible for the completeness and correctness of any and all information provided on the Website, or otherwise to ELEQT. Notwithstanding any other provision in these General Terms of Use, ELEQT can at its discretion suspend or terminate the Membership Agreement immediately if any information provided by the Member was false.

3.3 The Membership is strictly personal and the Member can only enjoy the privileges related to his or her specific Membership. The Member is not entitled to assign his or her rights and/or obligations pursuant to the Membership Agreement to any third party without ELEQT' prior written consent. The Member shall be entirely responsible for the security and confidentiality of the information connected to his or her account (such as without limitation, user name and password). In case of use of such information by any person other than the Member, the Member shall inform ELEQT thereof immediately, thereby providing ELEQT with all relevant information in respect of such use. Notwithstanding any other provision in these General Terms of Use, ELEQT can at its discretion suspend or terminate the Membership Agreement in case the Member's account information was accessed due to the Member's intent or gross negligence.

3.4 A Membership Agreement shall be concluded by the Member following the registration procedure on the Website. In this procedure, the Member will be obliged to accept these General Terms of Use. ELEQT shall send the Member a notification by e-mail in which the Member's registration is confirmed.

3.5 ELEQT is not party to any possible agreement concluded between Members, a Member and an Advertiser or a Member and any other party, unless explicitly agreed otherwise in writing. ELEQT solely provides the Members and Advertisers with facilities to interact with each other.

3.6 A Premium Member is entitled to the following benefits:

- An engagement level of 100%: giving you priority status for all special privileges and VIP-treatments
- 25 invitation rights: this allows you to invite 25 of your friends to ELEQT
- Platinum donations (\$100 each) to 2 charities of your choice, Platinum donator status on your profile page
- Special Premium Member profile page
- A special alias address of your choice (e.g. [www.ELEQT.com/yourname](http://www.ELEQT.com/yourname) ) instead of just your user-number
- Top Position: Always appear on top of member search results of queries for your residence city
- We will keep adding special features for Premium Members in the near future.
- Article 4 – Membership Rules

4.1 In order to maintain the status and exclusivity of the Website the following membership rules apply to the use of the Website and its facilities.

4.2 The Member acknowledges and shall at all times respect the exclusive image of ELEQT and the Website. The Member shall at all times refrain from any act or omission which could cause detriment to ELEQT', an Advertiser's and/or another Member's name and/or damage to such person and/or can cause detriment to the exclusive image of the Website. The Members shall express themselves on the Website in a proper and discrete manner.

4.3 Notwithstanding any other provision in these General Terms of Use the Member guarantees that the Material, and any website or part thereof to which the Material may link, including its contents:

- a. does not infringe on any third party's (intellectual) property rights, including without limitation to copyrights, trademark rights, patent rights, design rights, database rights, know-how, trade secrets and portrait rights, and shall for instance without limitation not contain (i) any portraits (whether or not in motion) without the permission of the depicted person, (ii) any trademarks or other types of distinguishing signs or elements without the permission of the owner, (iii) any images (whether or not in motion) without the permission of the owner, (iv) any links to websites of competitors of ELEQT, and/or (v) any misleading or false statements;
- b. is not in violation of any law or regulation, including but not limited to penal laws, privacy laws, advertisement laws and tort law, and that it is not in any way implicitly or explicitly detrimental, fraudulent, discriminatory, threatening, immoral, obscene, libelous, defamatory, inappropriate or otherwise inadmissible pursuant to the law, ethics, and/or ELEQT' exclusive image and/or opinion.

4.4 Notwithstanding any other provision in these General Terms of Use the Member shall refrain from:

- a. sending and/or otherwise distributing unsolicited mass messages (such as without limitation, spam e-mails, chain letters, junk e-mails, commercial mailings) to any Member and/or other persons via the Website;
- b. advertising and/or promoting a product and/or service in a commercial manner (this is not meant to include making references to products and/or services in the context of a discussion on the Website);
- c. causing damage to the Website and/or ELEQT', an Advertiser's, a Member's and/or any other party's computer system via de Website, including without limitation by distributing viruses, Trojan Horses, worms and other damaging programs;
- d. harassing or otherwise unreasonably addressing another Member and/or an Advertiser;
- e. using the Website in any manner that is otherwise in violation of any law or regulation.

4.5 The Member acknowledges that ELEQT is entitled to remove any Material which it deems, at its own discretion, to be in breach of the rules depicted in this Article, or otherwise detrimental to the exclusivity and/or reputation of ELEQT and/or the Website. Notwithstanding any other provision in these General Terms of Use ELEQT shall not be liable for any damage in relation to such removal.

4.6 Notwithstanding any other provision in these General Terms of Use ELEQT can at its discretion suspend or terminate the Membership Agreement immediately, if it deems, at its own discretion, to be in breach of the rules depicted in this Article, or otherwise detrimental to the exclusivity and/or reputation of ELEQT and/or the Website.

4.7 Notwithstanding any other provision in these General Terms of Use, the Member indemnifies and holds harmless ELEQT from any and all claims, costs and damages, including but not limited to legal fees, in relation to a breach of the rules depicted in this Article.

#### Article 5 – Complaint Procedure

5.1 A Member is entitled to submit a complaint to ELEQT with regard to material placed by another Member and/or an Advertiser on the Website. ELEQT shall handle this complaint within due time - being usually 14 days - and inform the Member whether, in ELEQT' opinion, it finds the complaint admissible and, if so, of the manner in which ELEQT will try to solve the issue.

5.2 ELEQT endeavors to have the issue solved in the best way possible and with the means it deems appropriate, however, the Member does not have the right to have an issue solved.

#### Article 6 – Rates, invoices, and payment

6.1 All Rates are binding after the written confirmation by ELEQT only.

6.2 All Rates are in US dollars unless otherwise specified and exclusive of Value Added Tax (VAT) and/or any other tax and/or governmentally imposed duty.

6.3 The Rates shall be paid in advance by bank transfer, credit card, PayPal, Ideal, or in any other manner as indicated by ELEQT (on the Website)..

6.4 In case the Rates are not invoiced in advance, or in case the advance payment is – for whatever reason – not fully and/or effectively made, the Member shall pay the invoiced amount within 14 days of the invoice date. The Member is in default upon non-payment within the aforementioned term. All amounts payable by the Member will be immediately due upon the Member's default.

6.5 If the Membership Agreement is terminated for other reason than breach of contract by the Member, a portion of the Rates paid by the Member shall be refunded according to the rules below:

- if the Membership Agreement is terminated within one month, 75% of the Rates paid shall be refunded
- if the Membership Agreement is terminated within two months, 50% of the Rates paid shall be refunded
- if the Membership Agreement is terminated within three months, 25% of the Rates paid shall be refunded

Article 7 – (Intellectual) property rights, confidentiality

7.1 All (intellectual) property rights, including without limitation trademarks, copyrights, design rights, database rights, patents, portrait rights, know-how, and trade secrets, related to the Website (other than the advertisements placed on the Website by the Advertisers and the Material) shall at all times remain with ELEQT. ELEQT is entitled to alter the Website, including its contents, at any time.

7.2 It is essential that the content of the Website is not made available to anyone other than the Members. The Member is not entitled to use, including without limitation to copy, retrieve, reproduce, archive and/or modify any part of the Website (including without limitation its logo, Material, material made available by other Members, advertising material and information with regard to other Members), without ELEQT' prior written consent. The Member shall immediately cease and desist any unauthorized use upon ELEQT' first notice.

7.3 The Member grants ELEQT an irrevocable, royalty-free, worldwide, sub-licensable, exclusive right to use the Material in relation to the exploitation of the Website.

Article 8 – Liability and force majeure

8.1 ELEQT shall not be liable for any indirect or consequential damage, including but not limited to loss of revenue or profit, third party claims, loss of data, and/or decrease of goodwill, in relation to the Website and/or Member's use of the Website. ELEQT can only be held liable for direct damage and ELEQT' liability shall at all times be limited to the total amount of Rates paid in the year in which the damage arose, with at all times an aggregate maximum amount of US\$ 5.000, or an aggregate maximum amount indemnified by ELEQT' liability insurance and/or third party indemnity/liability insurance, whichever amount is lower or more reasonable, as the case may be. Such amount(s) shall include ELEQT' deductible as stated under this insurance. This event shall also include a failure to act.

8.2 Notwithstanding any other provision in these General Terms of Use, ELEQT is in particular not liable for any damage resulting from:

- a. the contents of the Website, including without limitation to the (incorrectness or incompleteness of the) contents of the Material, advertisements and/or any other material placed on the Website;
- b. the contents of (third party) websites that are linked to the Website by ELEQT, an Advertiser, a Member, and/or any other third party;
- c. the unauthorized use of the Website by any third party, including without limitation viruses, Trojan Horses, worms and other damaging programs sending e-mails, and/or manipulating software via the Website;
- d. the use of the Member's account information by any other person than the Member.

8.3 All terms and dates for ELEQT are indicative. ELEQT shall not be in default by the mere expiration of a term or date. ELEQT shall be in default only after a written notice of Member containing a reasonable period to comply.

8.4 ELEQT shall to its best effort keep the Website available and running 24/7. However, ELEQT does not guarantee and shall not be liable for any damage in relation to any disruption in the Website's availability.

8.5 ELEQT shall not be liable for any damage due to force majeure, which shall include without limitation, non-performance by ELEQT' suppliers and/or other third parties upon which ELEQT' performance is dependent.

8.6 The Member shall be liable for and indemnifies and holds harmless ELEQT from any and all claims, costs and damages, including without limitation extrajudicial and legal fees, resulting from any of his act or omissions in relation to the Membership and/or the Website.

#### Article 9 – Term and termination

9.1 The term of the Membership Agreement is indefinite. The Membership Agreement may be terminated by the Member at any time by sending an email to support@ELEQT.com. Notwithstanding any other provision in these General Terms of Use the Membership Agreement may be terminated by ELEQT taking into account a notice period of two weeks.

9.2 ELEQT is entitled to suspend the performance of the Membership Agreement and/or to terminate the Membership Agreement immediately, and without being liable to pay any damages, in case:

- a. The Member has ceased to make payments to his or her creditors;
- b. The Member has requested or is allowed suspension of payment;
- c. (i) ELEQT or the Member breaches the Membership Agreement due to force majeure and, (ii) such force majeure has continued during a period of 10 consecutive days and (iii) after a written notice of the other party stating that it shall exercise its suspending or termination rights pursuant to this clause;
- d. The Member is in breach of the Membership Agreement, including these General Terms of Use and such breach has not been remedied by the Member within 5 days after a written notice by ELEQT;
- e. ELEQT or the Member receives a claim by a third party that its (intellectual property) rights are infringed by the Member and/or the Material and ELEQT may be prohibited to place and/or maintain the Material on the Website and/or ELEQT reaches an agreement with such third party in order to prevent legal proceedings.

9.3 After expiration or termination of the Membership Agreement, for whatever reason, ELEQT shall be entitled to immediately remove close the Member's account and remove the Material from the Website.

#### Article 10 – General Provisions

10.1 ELEQT is at all times entitled to assign its rights and/or obligations pursuant to the Membership Agreement to any third party.

10.2 If any provision and/or part of the General Terms of Use and/or the Membership Agreement is determined to be invalid or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of these General Terms of Use. In such case, ELEQT shall amend the invalid and/or non-binding part such that, as amended it is valid and enforceable, and, to the greatest extent possible, achieves the original intention and purpose.

10.3 No failure or delay by ELEQT to exercise any right or remedy provided under the General Terms of Use and/or the Membership Agreement and/or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.4 Notifications to the Member shall be sent to the Member using the contact details specified by the Member. Notifications made with the use of the contact details specified by the Member shall be considered to have been correctly and validly received by the Member.

10.5 Modifications of the Membership Agreement shall have effect if they are made in writing by both Parties only.

10.6 In case of conflict between the General Terms of Use and the Membership Agreement, the Membership Agreement shall prevail. In case of conflict between the original English text of the General Terms of Use and a translation thereof, the English text shall prevail.

#### Article 11 – Applicable law and competent court

These Terms and Conditions and your Membership with Quintessentially are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

#### Article 12 – Registered address

ELEQT Limited  
29 Portland Place  
London  
United Kingdom  
W1B 1QB