

LEGAL REFERENCES

IMPORTANT INFORMATION REGARDING THE USE OF THIS SITE

SECTION 1. ACCEPTANCE OF TERMS AND CONDITIONS

Use of this web site is conditioned upon users acceptance of the terms and conditions contained herein. All users of this web site hereby understand and agree that their use of such web site constitutes acceptance of the terms and conditions set forth in this legal notice. „SkyHighGrowth“ d.o.o. Belgrade – Republic of Serbia (hereinafter collectively referred to as "SkyHighGrowth"), reserve the right to modify the terms and conditions at any time without prior notice. If you do not agree to these terms, you may not use this web site.

SECTION 2. TRADEMARKS

This web site contains many trademarks, trade names, service marks, copyrights and or logos of SkyHighGrowth and may also contain several protected marks of SkyHighGrowth's numerous affiliates. Such marks remain the property of their respective owners. User recognizes and acknowledges the ownership of these marks and understands that it does not acquire, through use of this web site, any right, title, or interest in the marks. User agrees that it will not change, modify and or exploit the marks, nor participate in any activity which modifies and or exploits such marks. All rights to these marks are reserved. Any use of the marks without expressed written authorization is strictly prohibited.

SECTION 3. PROHIBITED USE

Any use of this web site for an illegal or objectionable purpose is strictly prohibited. User agrees that it will not use this web site to engage in any activity that could be deemed illegal, harmful to others, or give rise to civil liability. Such activities include, but are not limited to: (i) activities involving the transmission of unlawful, threatening, harassing, obscene, sexually explicit, pornographic, hateful, profane, libelous, or defamatory information; (ii) activities involving the transmission of junk mail or spamming; (iii) activities involving the promotion or use of viruses; (iv) activities that violate any law, regulation or statute; and or (v) activities that infringe upon any legally protected property right, etc. By using this site, user agrees that any and all information transmitted to or with the use of this site cannot and shall not be deemed confidential or proprietary. SkyHighGrowth reserves the right to monitor transmissions and investigate any alleged prohibited use of this web site and to disclose any and all information relating to such prohibited use. SkyHighGrowth, its officers, directors, affiliates, employees, agents, partners, subsidiaries and or contractors shall not assume, and expressly disclaims, any and all liability relating to an individual's illegal or prohibited use of this web site. Any violation of this or any other section contained herein may result in termination of service and or any other action SkyHighGrowth determines appropriate under the circumstances.

SECTION 4. THIRD PARTY RELATIONSHIPS

This web site may contain several links to other sites. These links are provided merely to assist the user. These sites are independent of SkyHighGrowth's site and SkyHighGrowth does not and cannot control the content and or representations of such sites. The information presented on these links may not necessarily reflect those beliefs held by SkyHighGrowth. The inclusion of a link does not mean that SkyHighGrowth accepts or

endorses any of the content contained in such site. The user is responsible to protect himself/herself while associating with the linked site. SkyHighGrowth, and its officers, directors, affiliates, employees, agents, partners, contractors and subsidiaries disclaim any and all responsibility/ liability for content contained on such linked sites and will not be held accountable for any damages, of any kind, incurred by those who visit such sites.

SECTION 5. MODIFICATIONS

This web site may contain typographical errors or technical inaccuracies. SkyHighGrowth reserves the right to modify the content of this web site at any time without prior notice. SkyHighGrowth's failure to enforce any section of these terms and conditions shall not be construed as a waiver of such provision.

SECTION 6. SEVERABILITY

If one or more of the provisions contained in these terms and conditions are held to be unenforceable under applicable law, such provision shall be appropriately limited in its scope. If any such limitation is not feasible, such provision shall be excluded from these terms and conditions and the balance of these terms and conditions shall be enforceable.

SECTION 7. WARRANTIES & LIMITATION OF LIABILITY

Your use of and browsing of this web site are at your own risk.

Although SkyHighGrowth makes every endeavor to ensure that the web site is administered and maintained with due care, SkyHighGrowth makes no warranties or representations that the information contained on the web site is accurate, error-free or that access to the web site will be uninterrupted at any time. SkyHighGrowth shall not be liable for any loss, damage or deletion of downloaded data.

SkyHighGrowth accepts no liability for any damages, direct or indirect, arising from the use of the web site, unless where liability is mandatory in cases of intent, gross negligence, injury to life, body or health, fraudulent concealment of a defect, breach of essential contractual obligations or under The Law of Contract and Torts of Republic of Serbia ("Official Gazette of Republic of Serbia" no.29/78...1/2003).

In case of a liability for breach of essential contractual obligations, SkyHighGrowth's liability for damages shall be limited to the foreseeable, contractually typical damages except in cases of intent or gross negligence.

SECTION 8. FORCE MAJEURE

Notwithstanding any other provision set forth in these terms and conditions, SkyHighGrowth shall not be liable for any failure or delay in its performance due to any cause beyond SkyHighGrowth's reasonable control, including, without limitation, any act of war or civil insurrection, national emergencies, fire, explosion, vandalism, storm, earthquake, flood, embargo, riot, sabotage, industry-wide strikes, lockouts, work stoppages or other labor difficulties, industry-wide supplier failures, unavailability of materials, rights of way or governmental acts; provided, however, that SkyHighGrowth shall use its commercially reasonable efforts

to correct promptly such failure or delay in performance to the extent consistent with then applicable law and regulatory requirements and appropriate in light of then existing circumstances.

SECTION 9. INDEMNIFICATION

User hereby agrees to indemnify, defend, and hold harmless, SkyHighGrowth, its officers, directors, affiliates, employees, contractors, subcontractors, agents, partners and subsidiaries from and against all claims, actions, suits, demands, costs and damages (including reasonable attorney's fees) asserted by any third party as a result of user's use of this web site. SkyHighGrowth has the right to control any defense pertaining to this section.

SECTION 10. RELATIONSHIP

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership, or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other Party.

SECTION 11. GOVERNING LAW, PLACE OF JURISDICTION

These Terms of Use are governed by the laws of Republic of Serbia without giving effect to any principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The place of jurisdiction shall be Belgrade, Republic of Serbia, in the case that You are a merchant in terms of The Law of Contract and Torts of Republic of Serbia.

SECTION 12. ENTIRE AGREEMENT

These terms and conditions constitute the full and entire understanding and agreement between the parties pertaining to the subject matter and supersede in their entirety any and all written or oral agreements previously existing between the parties with respect to the subject matter.