

#### **TERMS OF USE OF WEBSITE**

These Terms of Use apply to the Web site of Lankhorst Euronete Portugal located at http://www.euronete.com (the "Site"). Lankhorst Euronete Portugal may be referred to as "Euronete", "our," "us", or "we". We may refer to you as "you" or "user".

#### Use of the Site

Your use of the Site is subject to these Terms of Use which are legally binding. Please read these Terms of Use carefully, along with the other information referred or linked to in these Terms of Use and be sure you understand the terms and conditions governing your use of this Site. From time to time, Euronete may, in its sole discretion, modify these Terms of Use by updating this document and posting the revised Terms of Use on the Site. It is important that you check these Terms of Use every time you use the Site. Your use of the Site, and your continued use of the Site after these Terms of Use have been updated, indicates your agreement and acceptance of these Terms of Use, including the modifications made as of the date of your use. We also have a Privacy Policy, which you should read and may access by clicking here <a href="http://www.euronete.com/about\_us/policies">http://www.euronete.com/about\_us/policies</a>

#### **Site Content and Intellectual Property Rights**

This Site contains text, software (including images or files incorporated in or generated by the software or data accompanying such software), photos, video, graphics, audio, features, data, designs, images, and other such similar content (collectively "Site Content") all of which is the property of Euronete. The Site Content is protected by Portuguese and international copyright, trademark and other laws and the entire content of the Site is copyrighted as a collective work under the European Union Copyright Laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way Site Content from this Site, including code and software underlying this Site. You may download Site Content for your personal or internal business use only, provided you keep intact all copyright and other proprietary notices. You may not, under any circumstances, sell, transfer or otherwise use the Site or the Site Content in commerce or for any commercial endeavor outside your own internal business requirements. Any unauthorized use of the Site Content terminates the foregoing rights. Euronete may in its sole discretion make changes in the products, services, programs, prices or other Site Content at any time without notice.

## **Linking Policy**

Our Site may contain links allowing our users to connect to Web sites owned by our third party customers, distributors, and supply chain providers ("Linked Sites"). We provide these links to the Linked Sites as a service to you to enable you to conveniently access Web sites run by product and service providers who may be of interest to you and your business. Although Euronete may do business with some of the third parties who own and/or control the Linked Sites, Euronete does not have any ownership interest in, nor does it have any control over the content posted on these Linked Sites or the services and products that may be offered on these Linked Sites. Please note that once you click on a link to a third party's Linked Site, you have left this Site, but you will not be alerted by a pop up notice that you have done so. We do not have the authorization or ability to control or supervise any content placed on a Linked Site by you, another third party user, or the Linked Site owner. We therefore are not responsible and hereby



disclaim any and all ownership of and liability for the content, accuracy, or opinions expressed on any Linked Site. In addition, Euronete is not responsible for the privacy policies applicable to any Linked Site. Once you link to an Organization's Web site, Euronete's Privacy Policy stated on this Site is no longer in effect. Euronete may at any time revise this Linking Policy. You are bound by any such revisions and should therefore periodically visit these Terms of Use to review the then-current Linking Policy to which you are bound.

#### **Use Restrictions**

You agree that you will not: (a) use this Site for any commercial or political purpose other than for your own internal business purposes, or for any purpose that is unlawful or prohibited by these Terms of Use; (b) monitor, gather, or copy content or trademarks on this Site by using any robot, spider, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (c) frame or utilize framing techniques to enclose any trademark or other proprietary information (including, without limitation, any images, text, or page layout); (d) use any meta tags or any other "hidden text" utilizing any trademarks; (e) engage in any activities through or in connection with this Site that seek to attempt to harm other users or are unlawful, offensive, obscene, threatening, harassing, or abusive, or that infringe any right of any third party; or (f) engage in any activity that interferes with a user's access to this Site or the proper operation of this Site. You also agree that, in using this Site, you will not impersonate any person or entity. You agree to indemnify, defend and hold Euronete, and its directors, offices, employees and agents harmless from and against any and all direct and indirect losses, claims, demands, expenses (including attorneys' fees) and/or liabilities of whatever nature or kind arising out of or related to your breach of these Terms of Use.

### **Disclaimer of Warranties and Limitation of Liability**

The site and all of its contents are provided "as is" and "as available", without warranty of any kind. Euronete does not warrant that the functionality of this site or any linked site will be uninterrupted or error-free, free of viruses or other harmful components, or that defects will be corrected. You should not assume that the content on our site is accurate or up to date at all times, or that this site contains all relevant information available about us, and we are under no obligation to verify or maintain the currency of such information. To the fullest extend permissible pursuant to applicable law, Euronete disclaims all warranties, express or implied, including warranties of merchantability and/or fitness for a particular purpose.

Under no circumstances will Euronete be liable for any direct, indirect, incidental, special, punitive, or consequential damages of any kind, arising from your use of this site, including, without limitation, loss of business or profits, loss of data, computer viruses, technical, hardware or software failures, unavailable or interrupted network connections, breach of security or viruses, worms or other harmful components, even if we have been advised of the possibility of such damages. You specifically acknowledge and agree that Euronete is not liable for the conduct of any site user. If you are dissatisfied with the site, the site content, or these terms of use, your sole and exclusive remedy is to discontinue using the site. You agree to indemnify, defend and hold harmless Euronete, its directors and officers from and against any and all injuries, damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys feed arising from or related to any breach by you of these terms of use or applicable law, your negligent or willful act or omission while using this site, or your infringement of the intellectual property rights of Euronete.



Please note that some jurisdictions may not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the foregoing exclusions may not apply to you. Check your local laws for restrictions or limitations.

#### **License to Submitted Content**

It is our policy not to accept or consider ideas, suggestions or materials from users of our Site other than those that we specifically request from you. Accordingly, Euronete does not want you to, and you should not, submit any confidential or proprietary information to Euronete through the Site unless specifically requested. E-mail submissions transmitted over the Internet may not be secure. Please consider this fact before sending any information to us that may be of a sensitive, confidential, or personal nature. Please note that any unsolicited information or material sent to Euronete will be deemed not to be confidential or proprietary. Should you submit material, information, feedback, ideas or suggestions to us with respect to changes or improvements to our Site, any such submission is deemed to be a grant by you to Euronete of a royalty-free, worldwide, perpetual, irrevocable, unrestricted, right and license to use, reproduce, display, copy, sublicense, adapt, transmit, publish, translate, modify, create derivative works from, or otherwise make available to others such submission (in whole or in part and for any purpose) and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You acknowledge that you have the right to provide the foregoing license to Euronete in any material you submit to us.

## **Privacy and Children's Information**

We do not knowingly collect any personally identifiable information from any users under the age of 13 or from users between the ages of 13 and 18. Due to the serious nature of our Site, and the lack of games or other child friendly pages, we have no reason to believe that any children under the age of 18 would be attracted to our Site. For more information on how we protect the personally identifiable information of our users, please see our Privacy Policy.

#### **Termination**

Any conduct by you that, we reasonably believe, in our sole opinion, restricts or inhibits any other user from using or enjoying the Site will not be permitted. You acknowledge and agree that Euronete, in its sole discretion, may at any time for any reason or no reason cancel, suspend permanently terminate your access to or use of the Site, or any portion thereof, with or without notice, unless otherwise prohibited by applicable law In the event of cancellation, suspension or termination, you are no longer authorized to access the Site. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Use shall survive.

#### **Entire Agreement**

These Terms of Use constitute the entire agreement between Euronete and you with respect to your use of the Site, and all information obtained by your from the Site, and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral with respect to this subject matter.

#### No Waiver



No delay or failure by Euronete to enforce any of these Terms of Use shall constitute a waiver of any of our rights hereunder, and only a specific, written waiver signed by an authorized representative of Euronete shall have any legal effect.

#### Severability

If any clause or provision set forth in these Terms of Use is determined to be illegal, invalid, or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

## **Governing Law**

These Terms of Use are governed by and interpreted in accordance with the laws of Portugal applicable to agreements entered into and performed entirely within the Portugal, without giving effect to the choice or conflicts of law provisions thereof.