

## **TERMS OF SERVICE**

Thank you for your interest in using the online service (the “Service”) operated by Silk Road ON DEMAND Limited. These Terms of Service (the “Terms”) govern your use of the Service, your use of any software that Silk Road ON DEMAND makes available to users of the Service (the “Software”), and your use of the Silk Road ON DEMAND website currently located at <https://filmfestival.silkroadondemand.com/> (the “Site”). In these Terms, the Service, the Software, and the Site are collectively referred to as the “Silk Road ON DEMAND.” Please read these Terms carefully. By using the Silk Road ON DEMAND, you are stating that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you may not use the Silk Road ON DEMAND site. The Silk Road ON DEMAND may be accessed from certain third-party websites. Your use of such third-party Web sites may be subject to applicable terms and conditions that are different from these Terms.

### **1. Your Responsibilities**

You are responsible for obtaining and maintaining all equipment and services needed in order to access and use Silk Road ON DEMAND and paying all related charges. In order to access some features on Silk Road ON DEMAND, you may have to register to become a member of the Silk Road ON DEMAND. When you register to become a member, Silk Road ON DEMAND collects certain personal information about you. You agree that Silk Road ON DEMAND may use any information Silk Road ON DEMAND obtains about you in accordance with the provisions of Silk Road ON DEMAND’s Privacy Policy. Our Privacy Policy can be accessed from the website. You also agree to: (a) provide true, accurate, current, and complete information when prompted (e.g., at registration or when viewing content intended for mature audiences) and (b) maintain and update such information so that it is true, accurate, current, and complete at all times. In addition, you agree not to use the Silk Road ON DEMAND to: (i) violate any local, state, national, or international law or regulation; (ii) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (iii)

transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (iv) knowingly transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (v) stalk, harass, or harm another individual; (vi) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (vii) interfere with or disrupt the Silk Road ON DEMAND or servers or networks connected to Silk Road ON DEMAND, or disobey any requirements, procedures, policies, or regulations of networks connected to Silk Road ON DEMAND. You further agree not to use or launch any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” or the like, that access Silk Road ON DEMAND in a manner that sends more request messages to the Silk Road ON DEMAND servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser. Notwithstanding the foregoing, Silk Road ON DEMAND allows operators of public search engines to use spiders to index materials from the Silk Road ON DEMAND for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Silk Road ON DEMAND reserves the right to revoke these exceptions either generally or in specific cases.

## **2. Ownership of Silk Road ON DEMAND’s Content; Restrictions on Use**

The content on Silk Road ON DEMAND, including without limitation, television shows, movies, clips, videos, text, software, scripts, graphics, photos, sounds, music, interactive features and the like (collectively, the “Content”) and the “Silk Road ON DEMAND” word mark and the Silk Road ON DEMAND design mark, as well as certain other of the names, logos, and materials displayed on or through Silk Road ON DEMAND that constitute trademarks, tradenames, service marks or logos (the “Marks”) are owned by or licensed to Silk Road ON DEMAND and are subject to copyright, trademark, and other intellectual property rights under European and International laws. You agree not to reproduce, duplicate, copy, download, stream

capture, archive, upload, publish, broadcast, sell, resell, modify, translate, decompile, disassemble, reverse engineer or exploit for any purposes Silk Road ON DEMAND or any portion of Silk Road ON DEMAND, including, without limitation, the Content and the Marks, except as authorized by these Terms or as otherwise authorized in writing by Silk Road ON DEMAND and its applicable licensors. In addition, you are strictly prohibited from creating derivative works, or materials that otherwise are derived from or based on in any way the Content and the Marks, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, except as authorized by these Terms or as otherwise authorized in writing by Silk Road ON DEMAND and its applicable licensors. You may not incorporate the Content into any hardware or software application. Silk Road ON DEMAND is provided for your personal, non-commercial use only. You must abide by all copyright notices, information, and restrictions contained in or associated with any Content. You must not remove, alter, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection or access control measure (including, without limitation, geofiltering and/or encryption) associated with the Content.

### **3. Comments, Reviews**

Silk Road ON DEMAND may enable you to submit your textual comments or other personal media content to Silk Road ON DEMAND (collectively “User Submissions”), and such User Submissions will generally be available to all users of Silk Road ON DEMAND . When you provide Silk Road ON DEMAND with a User Submission, you grant to Silk Road ON DEMAND and its affiliates, representatives, and assigns a non-exclusive, fully-paid, royalty-free, transferable, perpetual, world-wide license, with the right to grant sublicenses through multiple tiers of sublicensees, to display, publicly perform, distribute (including, without limitation, through third-party Web sites), store, transcode, broadcast, transmit, reproduce, edit, modify, create derivative works, and otherwise use and reuse your User Submissions (or any portions or derivative works thereof) in any manner, in any medium now known or hereinafter created, for any purpose. You acknowledge and agree that: (a) you have no expectation of compensation or confidentiality of any nature with respect to any

User Submissions and (b) Silk Road ON DEMAND and/or its affiliates may already have projects under consideration that are similar to a User Submission or may independently develop projects that are similar to a User Submission. Because of the viral nature of social media, you should not submit any content to Silk Road ON DEMAND that you do not want to be viewed by others.

In certain instances, Silk Road ON DEMAND may enable you to elect to make your User Submissions “private.” While this means that the applicable User Submissions will not be readily available through Silk Road ON DEMAND’s search feature, it does not mean that the other persons, including, persons whom you have not granted access to the applicable User Submissions, will be unable to access or view the User Submissions. Among other things, any person who receives a link to a “private” User Submission (whether from you or otherwise) may access and view the User Submission and forward the link to others. Accordingly, Silk Road ON DEMAND does not, and cannot, guarantee that a private User Submission will remain private.

Silk Road ON DEMAND reserves the right to display advertisements in connection with your User Submissions and to use your User Submissions to advertise and promote your User Submissions or the Silk Road ON DEMAND.

If you remove or delete a User Submission from the Site, that User Submission will be removed from the Site within a reasonable period of time. Nonetheless, a User Submission that you remove may still be available to third parties who previously acquired the link to User Submission and Silk Road ON DEMAND may maintain copies for archival purposes. Silk Road ON DEMAND is not required to host, display, or distribute any User Submissions, and may remove them at any time. Silk Road ON DEMAND is not responsible for any loss, theft or damage of any kind to any User Submissions.

You represent and warrant that: (a) you own all rights in your User Submissions (including, without limitation, all rights to the audio, video, or digital recording, and the performance contained in your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to Silk Road ON DEMAND the rights in your User Submissions described herein; (b) you

have paid or satisfied and will pay or satisfy in full all license fees, clearance fees, royalties, and any other financial or third party obligations of any kind, arising from any use or commercial exploitation of your User Submissions, and Silk Road ON DEMAND will not be responsible for such obligations; (c) you are the individual pictured and/or heard in your User Submissions, or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the applicable age of majority) who appears and/or is heard in your User Submissions to grant the rights to Silk Road ON DEMAND described herein; (d) you will make such permissions available to Silk Road ON DEMAND upon request; and (e) your User Submissions do not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party. You agree to keep all records necessary to establish that your User Submissions do not violate any of the foregoing representations and warranties and to make such records available to Silk Road ON DEMAND upon Silk Road ON DEMAND's request.

You acknowledge that Silk Road ON DEMAND does not necessarily pre-screen any User Submissions uploaded by you or other users of Silk Road ON DEMAND but that Silk Road ON DEMAND may pre-screen or review after initial posting, User Submissions for a variety of reasons, including, without limitation, for compliance with these Terms. Silk Road ON DEMAND and its designees shall have the right in its sole discretion to refuse or remove any User Submissions that violate the Terms or are otherwise objectionable, as well as terminate your access to Silk Road ON DEMAND. You may notify Silk Road ON DEMAND of any User Submissions or users you find that violate these Terms by "flagging" such User Submission or reporting such user in Silk Road ON DEMAND (see FAQs for more information on how to flag a video or report a user). Silk Road ON DEMAND does not endorse any User Submission, and any User Submissions on Silk Road ON DEMAND do not reflect the opinions or policies of Silk Road ON DEMAND. Silk Road ON DEMAND disclaims any and all liability in connection with any and all User Submissions, and you agree to waive any legal or equitable rights or remedies you may have against Silk Road ON DEMAND with respect to such User Submissions.

#### **4. Feedback**

You further agree that Silk Road ON DEMAND and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback or content or User Submissions posted in response to, as a supplement to, or in association with any other content (including without limitation, User Submissions) available on or in connection with Silk Road ON DEMAND ("Feedback"), whether oral, written or video/multimedia, that you may send to Silk Road ON DEMAND or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that Silk Road ON DEMAND has no duties to you, with respect to such Feedback.

## **5. License Granted To You**

Silk Road ON DEMAND hereby grants you a revocable, non-exclusive, non-transferable, limited, world-wide, royalty-free license to view and embed the Content and/or User Submissions subject to the restrictions set forth below and solely for non-commercial purposes as permitted and intended by Silk Road ON DEMAND. The foregoing license granted to you shall automatically terminate if you violate these Terms.

Silk Road ON DEMAND may enable you to cut and paste code (e.g., HTML) from Silk Road ON DEMAND for the purpose of embedding the Content and/or User Submissions on your own personal Websites or Web pages. You agree that you will not: (a) modify or cause to be modified such code; (b) modify or cause to be modified the display of any Content and/or User Submission (e.g., you will not remove any watermark, copyright notice.); or (c) use such code or any Content and/or User Submission for any commercial purpose. Further, you agree that you will not embed any Content on any website or other location that contains or hosts content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise, or potentially gives rise, to civil liability, violates any law, rule or regulations, infringes any right of any third party including intellectual property rights, is otherwise objectionable to Silk Road ON DEMAND, or links to infringing or unauthorized content.

Use of RSS feeds on Silk Road ON DEMAND is governed by the [RSS Terms](#)

## 6. Copyright Infringement Notice Procedure

**(a) Copyright Infringement Notification.** Silk Road ON DEMAND respects the intellectual property rights of others. Upon proper notice, Silk Road ON DEMAND will remove User Submissions that violate copyright law, suspend access to Silk Road ON DEMAND (or any portion thereof) to any user who uses Silk Road ON DEMAND in violation of copyright law, and terminate the accounts of repeat infringers.

If you believe your work has been copied in a way that constitutes copyright infringement, please send Silk Road ON DEMAND's copyright agent a notification of claimed infringement with all of the following information: (i) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) identification of the claimed infringing material and information reasonably sufficient to permit Silk Road ON DEMAND to locate the material on Silk Road ON DEMAND; (iii) information reasonably sufficient to permit Silk Road ON DEMAND to contact you, such as an address, telephone number, and, if available, an email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) your physical or electronic signature. Please provide us with a notice that includes all of the above enumerated information ("Notice of Infringement") and email or mail it to the following Silk Road ON DEMAND copyright agent:

*Silk Road ON DEMAND Designated Copyright Agent*

*Address of Silk Road ON DEMAND Ground Floor, 71 Lower Baggot Street, Dublin, D02P593*

*E-Mail of Silk Road ON DEMAND Designated Copyright Agent with “Copyright Agent” in the subject line: info@silkroadondemand.com*

By submitting a Notice of Infringement, you acknowledge and agree that Silk Road ON DEMAND may forward your Notice of Infringement and any related communications to any users who posted the material identified in such notice.

Please do not send notices or inquiries unrelated to alleged copyright infringement to Silk Road ON DEMAND’s designated agent.

**(b) Counter Notification.** If you believe that your content has been wrongfully removed from Silk Road ON DEMAND, you may send Silk Road ON DEMAND a counter notification. Pursuant to federal law you may be held liable for damages if you make material misrepresentations in a counter notification.

In compliance with EU law, your counter notification, to be effective, must be in writing, sent to Silk Road ON DEMAND’s designated agent (as identified above in Section 6(a)), and include substantially the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on Silk Road ON DEMAND; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your name, address, and telephone number and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located and agree to accept service of process from the person who submitted the original Notice of Infringement that resulted in your User Submission being removed (or an agent of such person) in the event he or she elects to file suit.

By submitting a counter notification, you acknowledge and agree that Silk Road ON DEMAND may forward your counter notification and any related communications to the person who submitted the original Notice of Infringement that resulted in the removal of your User Submission or to other third parties.



## 7. Software

**(a) License. Subject to these Terms,** Silk Road ON DEMAND grants you a non-exclusive, non-transferable, non-assignable license (without right to sublicense) to install and use one copy of the Software on your personal computer system in machine-executable object code form only. You may make one copy of the Software solely for your own emergency backup purposes, provided you include all copyright and trademark notices on the back-up copy.

**(b) Restrictions.** You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of Silk Road ON DEMAND. You may not assign, rent, lease, or lend the Software to any person or entity. Any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect. You may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

**(c) Ownership.** You have no ownership rights in the Software or any related documentation. Silk Road ON DEMAND retains all right, title, and interest in and to the Software (including any changes, modifications, or corrections thereto) and any related documentation. You understand and agree that you will gain no right, title, or interest in or to the Software by virtue of any Feedback provided by you and that you do not now have, will not have, and will never claim to have, any proprietary rights (including intellectual property rights and trade secret rights) in or to the Software (or any changes, modifications, or corrections thereto). If you are ever held or deemed to hold any right in or to the Software (or any changes, modifications, or corrections thereto) by virtue of your Feedback, then you hereby irrevocably assign to Silk Road ON DEMAND all such rights. In the event that any such right cannot be so assigned, you hereby agree to waive enforcement world-wide of such rights against Silk Road ON DEMAND and hereby grant to Silk Road ON DEMAND an exclusive license, with right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, perform and display, in any medium or format,

whether now known or later developed, any and all property that is subject to such rights. The Software may include technology owned by Microsoft Corporation and utilized under a license from Microsoft or its affiliates. Use or distribution of such technology outside of the Software is prohibited without a license from Microsoft Corporation and/or its affiliates.

**(d) Export Laws.** You acknowledge that the laws and regulations of the E.U. restrict the export and re-export of commodities and technical data of E.U. origin, including the Software. You agree that you will not export or re-export the Software in any form in violation of the laws of the E.U. or any foreign jurisdiction. By installing or using the Software, you represent and warrant that you are not (i) a national or resident of any country to which the E.U. has embargoed goods.

## **8. Termination**

Your right to use Silk Road ON DEMAND automatically terminates if you violate these Terms or any rules or guidelines posted in connection with Silk Road ON DEMAND. Silk Road ON DEMAND reserves the right, in its sole discretion, to terminate your access to all or part of Silk Road ON DEMAND, for any reason, with or without notice. FURTHER, YOU AGREE THAT Silk Road ON DEMAND SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING YOUR (OR ANY OTHER PERSON'S) USER SUBMISSIONS, FEEDBACK OR SUSPENDING OR TERMINATING YOUR (OR ANY OTHER PERSON'S) ACCESS TO Silk Road ON DEMAND (OR ANY PORTION THEREOF). You may discontinue your participation in and access to Silk Road ON DEMAND at any time. Silk Road ON DEMAND reserves the right to investigate your use of Silk Road ON DEMAND in the event Silk Road ON DEMAND, in its sole discretion, believes you have violated these Terms.

## **9. Modifications to Silk Road ON DEMAND**

Silk Road ON DEMAND reserves the right to modify or discontinue Silk Road ON DEMAND with or without notice to you. Silk Road ON DEMAND shall not be liable to

you or any third party should Silk Road ON DEMAND exercise its right to modify or discontinue Silk Road ON DEMAND.

## **10. Password and Security**

You are responsible for maintaining the confidentiality of your Silk Road ON DEMAND password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify Silk Road ON DEMAND of any unauthorized use of your password or any other breach of security related to Silk Road ON DEMAND. Silk Road ON DEMAND reserves the right to require you to alter your password if Silk Road ON DEMAND believes that your password is no longer secure. Silk Road ON DEMAND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD OR FOR ANY ACTIONS OCCURRING UNDER YOUR PASSWORD.

## **11. Monitoring of Content**

Silk Road ON DEMAND does not, as part of a regular, established practice, monitor, control, or have knowledge of the content transmitted using Silk Road ON DEMAND. You agree that you are solely responsible for all content you transmit and receive using Silk Road ON DEMAND.

## **12. Links**

Silk Road ON DEMAND may contain links to third party Web sites or Internet resources that are not owned or controlled by Silk Road ON DEMAND. Silk Road ON DEMAND's provision of a link to any other Web site or Internet resource is for your convenience only and does not signify Silk Road ON DEMAND's endorsement of such other Web site or resource or its contents. Silk Road ON DEMAND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONTENT, INFORMATION, SOFTWARE, MATERIALS OR PRACTICES OF ANY THIRD PARTY WEB SITE OR INTERNET RESOURCE, INCLUDING ANY PRODUCT OR SERVICE

ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH Silk Road ON DEMAND OR ANY LINKED WEB SITE OR FEATURED IN ANY ADVERTISING.

### **13. Disclaimer of warranties**

YOU EXPRESSLY AGREE THAT USE OF Silk Road ON DEMAND IS AT YOUR SOLE RISK. Silk Road ON DEMAND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, Silk Road ON DEMAND AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO Silk Road ON DEMAND (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT).

Silk Road ON DEMAND and its affiliates make no warranties or representations about the accuracy or completeness of content available on or through Silk Road ON DEMAND or the content of any Web sites linked to Silk Road ON DEMAND and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Silk Road ON DEMAND; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from Silk Road ON DEMAND; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Silk Road ON DEMAND by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on or through Silk Road ON DEMAND.

### **14. Limitation of liability**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Silk Road ON DEMAND OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY

(WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF Silk Road ON DEMAND.

## **15. Exclusions and limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Silk Road ON DEMAND may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Silk Road ON DEMAND's liability shall be the minimum permitted under such applicable law.

## **16. Indemnification**

You agree to indemnify, defend, and hold harmless Silk Road ON DEMAND, its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your User Submissions, Feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through Silk Road ON DEMAND; (b) your (or anyone using your account's) use of Silk Road ON DEMAND; (c) your (or anyone using your account's) violation of these Terms; or (d) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Silk Road ON DEMAND reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by

you, in which event you will cooperate with Silk Road ON DEMAND in asserting any available defences.

## **17. Minors; Ability To Accept Terms of Service**

Silk Road ON DEMAND is also intended for children under 13. If you are under 13 years of age, please do not use Silk Road ON DEMAND without consent of an adult over the age of 18 years of age. Some Content on the Silk Road ON DEMAND may be intended for mature audiences and, depending upon your age, you may be restricted from accessing such Content.

You affirm that you are the applicable age of majority or older, or that you have obtained the consent of your parent or legal guardian or that you are an emancipated minor. You also affirm that you are fully able and competent to enter into these Terms and to abide by and comply with them.

## **18. Miscellaneous**

These Terms, together with any other rules or guidelines posted in connection with Silk Road ON DEMAND (e.g., the RSS Terms and Conditions), constitute the entire and exclusive and final statement of the agreement between you and Silk Road ON DEMAND with respect to the subject matter hereof, and govern your use of Silk Road ON DEMAND, superseding any prior agreements or negotiations between you and Silk Road ON DEMAND with respect to the subject matter hereof. To the extent you enter or are otherwise eligible for any contest, sweepstakes or other promotion, you may be subject to separate or additional terms and conditions that govern such contest, sweepstakes or other promotion, which will be made available on the Site at such time. The failure of Silk Road ON DEMAND to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If for any reason any provision of these Terms is found to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms shall continue in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Silk Road

ON DEMAND or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Sections 3 and 12 through 20 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of Silk Road ON DEMAND.

## **19. Modifications to Terms**

Silk Road ON DEMAND may, in its sole and absolute discretion, change these Terms from time to time. In case of any material change to these Terms, we will replace the “Terms of Service” link on our home page with a link entitled “Terms of Service: Updated” for no less than 30 days. All changes to the Terms or the Privacy Policy will be effective when posted, and your continued use of the Service after the posting will constitute acceptance of, and agreement to be bound by, those changes. If you object to any such changes, your sole recourse shall be to cease using Silk Road ON DEMAND.

The effective date of these Terms is 1st October 2023