

1. Your Acceptance

By accessing or using the NewConnect website, the NewConnect Service, or any applications (including mobile applications) made available by NewConnect (together, the “NewConnect Service”), however accessed, you agree to be bound by these terms of use (“Terms of Use”), which can be found at <https://www.newconnectapp.com/legal/privacy/terms-of-service.pdf> and the NewConnect’s Privacy Policy, which can be found at <https://www.newconnectapp.com/legal/privacy/privacy-policy.pdf>. You confirm that you have read and accept the Privacy Policy. The NewConnect Service is owned or controlled by NewConnect BV (“NewConnect”). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the NewConnect Service.**

You should also read the NewConnect’s Safety Tips, <https://www.newconnectapp.com/legal/privacy/safety-rules.pdf> into this Agreement and available in the NewConnect Service.

2. NewConnect Service

These Terms of Use apply to all users of the NewConnect Service. Information provided by our users through the NewConnect Service may contain links to third party websites that are not owned or controlled by NewConnect. NewConnect has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, NewConnect will not and cannot censor or edit the content of any third-party site. By using the NewConnect Service, you expressly acknowledge and agree that NewConnect shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website. NewConnect reserves the right to modify or discontinue any aspect of the NewConnect Service at any time.

3. NewConnect Service Access

- A. You must be at least 18 years old to use the NewConnect Service. You affirm that you are either more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are at least 18 years old as the NewConnect Service is not intended for children under 18. If you are under 18 years of age, you are not permitted to use the NewConnect Service. Please note: if the age you submit is wrong, this is your own responsibility.
- B. Creating an Account. In order to use the NewConnect Service, you must either sign in using your Facebook login or you can register with your email address. If you do so by using your Facebook login, you authorize NewConnect to access and use certain Facebook account information, limited to your public Facebook profile information and email address. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.
- C. You can invite friends by filling in the email address of your friend. NewConnect will send an invitation by email to your friend.
- D. Subject to your compliance with these Terms of Use, NewConnect hereby grants you permission to use the NewConnect Service, provided that: (i) your use of the NewConnect Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the NewConnect Service; (ii) you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Instagram upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy; (iii) you will not duplicate, transfer, give access to, copy or distribute any part of the NewConnect Service in any medium

without NewConnect's prior written authorization; (iv) you will not attempt to reverse engineer, alter or modify any part of the NewConnect Service; and (v) you will otherwise comply with the terms and conditions of these Terms of Use and Privacy Policy.

- E. In order to access and use the features of the NewConnect Service, you acknowledge and agree that you will have to provide NewConnect with your, place of residency, email address, mobile phone number and date of birth. When providing your email address, mobile phone number and date of birth, you must provide accurate and complete information. You must notify NewConnect immediately of any breach of security or unauthorized use of your email address or mobile phone number. Although NewConnect will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of NewConnect or others due to such unauthorized use.
- F. The NewConnect Service is for personal use only. NewConnect permits you to link to materials on the NewConnect Service for personal purposes only. Users may not use the NewConnect Service or any content contained in the NewConnect Service) in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the NewConnect Service may not use any information obtained from the NewConnect Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the NewConnect Service or the NewConnect Service for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the NewConnect Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the NewConnect Service.
- G. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the NewConnect Service in a manner that sends more request messages to the NewConnect servers in a given period of time than a human can reasonably produce in the same period by using a NewConnect application, and you are forbidden from ripping the content unless specifically allowed. Notwithstanding the foregoing, NewConnect grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. NewConnect reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general, we do disallow any efforts to reverse-engineer our system, our protocols, or explore outside the boundaries of the normal requests made by NewConnect clients. We have to disallow using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the NewConnect Service, nor to use the communication systems provided by the NewConnect Service for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any users of the NewConnect Service. You must not change, modify, adapt or alter the NewConnect Service or change, modify or alter another website so as to falsely imply that it is associated with the NewConnect Service or NewConnect.

4. Account Security.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security at

help@newconnectapp.com and ensure that you log out from your account at the end of each session

5. Intellectual Property Rights

NewConnect owns and retains all proprietary rights in the NewConnect Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The NewConnect Service contains the copyrighted material, trademarks, and other proprietary information of NewConnect and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the NewConnect Service, without first obtaining the prior written consent of NewConnect or, if such property is not owned by NewConnect, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

6. User Public Content

- A. The NewConnect Service allows NewConnect users to submit text, your New Connect Intro ("Intro"), your age, gender, profile photo, status, place of residency, location data and other communications submitted by you (collectively, the "User Public Content"). This User Public Content may be hosted, shared, and/or published as part of the NewConnect Service, and may be visible to other users of the NewConnect Service who have your email address and which you have not expressly blocked. For clarity, direct messages and location data that you send directly to other NewConnect users will only be viewable by those NewConnect user(s) or group(s) you directly send such information; but User Public Content may be globally viewed by NewConnect users that have your email address on their Device, unless the user is blocked by you. Currently, we have no method of providing different levels of visibility of User Public Content among users that have your email address – you acknowledge and agree that any User Public Content may be globally viewed by all users, so don't submit profile photos that you don't want to be seen globally. A good rule of thumb is if you don't want the whole world to know something or see something, don't submit it as a User Public Content to the NewConnect Service. As clarified in the following section, you retain your ownership rights in your User Public Content. You understand that whether or not such User Public Content are published, NewConnect does not guarantee any confidentiality with respect to any submissions.
- B. NewConnect receives the home and current location of its Users in order to determine their proximity to each other and proximity to home location. NewConnect prioritizes virtual meet-ups between those who are in the same area and share interests. Users also appear in the list search of people "close to other Users' current location" and "close to other Users' Home location". If you exit the NewConnect Service, your location, is no longer visible. When exiting NewConnect, your last location can remain online for as long as it takes for the NewConnect server to refresh your location data.
- C. You shall be solely responsible for your own User Public Content and the consequences of posting or publishing them. Your NewConnect profile, public content and chat information are stored in the NewConnect database. Because NewConnect is only acting as a repository of data, user submitted Intro's do not necessarily represent the views or opinions of NewConnect, and NewConnect makes no guarantees as to the validity, accuracy or legal status of any status. You may not state or imply that your User Public Content is in any way provided, sponsored or endorsed by NewConnect. In connection with User Public Content, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize NewConnect to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Public Content to enable inclusion and use of the User Public Content in the manner contemplated by the NewConnect Service and these Terms of Use; and (ii) you have the written

consent, release, and/or permission of each and every identifiable individual person in the User Public Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Public Content in the manner contemplated by the NewConnect Service and these Terms of Use. To be clear: you retain all of your ownership rights in your User Public Content, but you have to have the rights in the first place. However, by submitting the User Public Content to NewConnect, you hereby grant NewConnect a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Public Content in connection with the NewConnect Service and NewConnect's (and its successor's) business, including without limitation for promoting and redistributing part or all of the NewConnect Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each subscriber to your status on the NewConnect Service a non-exclusive license to access your User Public Content through the NewConnect Service. The foregoing license granted by you terminates once you remove or delete User Public Content from the NewConnect Service.

- D. In connection with User Public Content, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant NewConnect all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage NewConnect or any third party; (iii) submit material that is unlawful, requests money from, or is intended to otherwise defraud, other users of the NewConnect Service, obscene, defamatory, libelous, threatening, harassing, intimidating, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, containing video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian), provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, or make available content that involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities); (vii) interfere with or disrupt the integrity or performance of the NewConnect Service or the data contained therein; or (viii) attempt to gain unauthorized access to the NewConnect Service or its related systems or networks;
- E. Adult content must be identified as such. NewConnect does not endorse any Intro or any opinion, recommendation, or advice expressed therein, and NewConnect expressly disclaims any and all liability in connection with a User's Intro. NewConnect does not permit copyright infringing activities and infringement of intellectual property rights via its Service, and NewConnect will remove all User Public Content if properly notified that such content or Intro infringes on another's intellectual property rights. To file a copyright infringement notification, please send a written communication that includes substantially the following: (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the NewConnect Service provider to locate the material, including the mobile phone number of the NewConnect user allegedly infringing the copyrighted work; (iv) Information reasonably sufficient to permit the NewConnect Service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to

act on behalf of the owner of an exclusive right that is allegedly infringed. Such takedown notices may be emailed to support@NewConnect.com. NewConnect reserves the right to remove User Public Content without prior notice. NewConnect may also terminate a user's access to the NewConnect Service, if they are determined to be a repeat infringer, or for any or no reason, including being annoying. A repeat infringer is a User who has been notified of infringing activity more than once and/or has had User Public Content removed from the NewConnect Service more than twice. An annoying person is anyone who is (capriciously or not) determined to be annoying by authorized NewConnect officers, directors, employees and agents. NewConnect also reserves the right to decide whether User Public Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to excessive length or limited interest. NewConnect may remove such User Public Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

- F. You understand that when using the NewConnect Service you will be exposed to User Public Content from a variety of sources, and that NewConnect is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Public Content, and that such User Public Content are not the responsibility of NewConnect. You further understand and acknowledge that you may be exposed to User Public Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against NewConnect with respect thereto, and agree to indemnify and hold NewConnect, its officers, directors, employees, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the NewConnect Service.
- G. Your use of the NewConnect Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that NewConnect may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the NewConnect Service in the future; or (v) protect the rights, property or personal safety of NewConnect or any other person.

7. Reporting or blocking a User

When you chat with a User, you can either block or report that User by clicking on the Flag. When a user is reported by multiple users, our team carefully investigates their account for suspicious activity. All reports are strictly confidential. You can report a user for the following reasons: Abusive user; Fake/Incomplete/Nonsense Profile; Indecent Images; Copyright/Cartoon Images; Forum; Underage User; Scam; Promoting/Selling Stuff.

You can block any user by clicking on the Flag. After you block a user, they will not be able to search for your profile or to see your profile. To unblock a User you need to go to www.newConnect.com/login.

You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that NewConnect is not responsible or liable for the conduct of any user. NewConnect reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information. You understand that NewConnect currently does not conduct criminal background checks or screenings on its users. NewConnect also does not inquire into the backgrounds of all of its users or attempt to verify the statements of its users. NewConnect makes no representation or warranties as to the conduct of users of their compatibility with any current or future users. NewConnect reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches), at any time using available public records.

H. NewConnect is not responsible for the conduct of any user. In no event shall NewConnect, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the NewConnect Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or persons you meet through the NewConnect Service. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate off the NewConnect Service or meet in person, or if you decide to send money to another user. In addition, you agree to review and follow NewConnect's Safety Tips, located in the NewConnect Service, prior to using the NewConnect Service. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

8. Term and Termination.

This Agreement will remain in full force and effect while you use the NewConnect Service and/or have a NewConnect App account. You may disable and delete your account at any time, for any reason, by sending an email with a request to delete your account to help@newconnectapp.com. NewConnect may investigate, terminate or suspend your account at any time without notice if NewConnect believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. NewConnect is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account. After your account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE NEWCONNECT SERVICE SHALL BE AT YOUR SOLE RISK. NEWCONNECT MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES 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 AND USE OF OUR SERVICE, (III) CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER; (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR 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 VIA THE NEWCONNECT SERVICE. NEWCONNECT DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE NEWCONNECT SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER PUBLIC CONTENT OR OTHER ADVERTISING, AND NEWCONNECT WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL NEWCONNECT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (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 OUR SERVERS, (IV) ANY

BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE NEWCONNECT CLIENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NEWCONNECT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VI) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF USE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT NEWCONNECT SHALL NOT BE LIABLE FOR USER PUBLIC CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE NEWCONNECT SERVICE IS CONTROLLED AND OFFERED BY NEWCONNECT FROM ITS FACILITIES IN THE NETHERLANDS. NEWCONNECT MAKES NO REPRESENTATIONS THAT THE NEWCONNECT SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS> THOSE WHO ACCESS OR USE THE NEWCONNECT SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

11. Indemnity

You agree to defend, indemnify and hold harmless NewConnect, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the NewConnect Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Public Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the NewConnect Service. We don't support or encourage illegal consumption of alcohol or tobacco, so there.

12. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NewConnect without restriction.

13. General

You agree that: (i) the NewConnect Service shall be deemed solely based in the Netherlands; and (ii) you agree to be subject to the jurisdiction of the Netherlands in the event of any legal dispute. These Terms of Use shall be governed by the laws of the Netherlands. Any dispute or litigation relating to the interpretation of the present Terms of Use, their conditions of fulfilment and their execution will be under the jurisdiction of the Court of Amsterdam alone. These Terms of Use, together with the Privacy Policy and any other legal notices published by NewConnect, including, but not limited to an end user license agreement, shall constitute the entire agreement between you and NewConnect concerning the NewConnect Service. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and NewConnect's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. NewConnect reserves the right to amend or modify these Terms of Use at any time, and it is your responsibility to review these Terms of Use for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the NewConnect Service. Your continued use of the NewConnect Service following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND NEWCONNECT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE NEWCONNECT SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

