

Anvara, Inc.

Terms and Conditions

Last Updated: October 30, 2024

These Terms and Conditions (these “Terms and Conditions”) govern the accessing and use of Anvara, Inc.’s (“Anvara”) website and the services (the “Services”) available through such website (together, the “Platform”), as well as the rights, obligations and remedies of Anvara and each supplier entity (a “Supplier”) and advertiser entity (an “Advertiser”) identified in a purchase order issued by Anvara between Supplier and Advertiser that refers to or incorporates these Terms and Conditions (“Purchase Order”). These Terms and Conditions form a legally binding contract between Supplier, Advertiser and Anvara, so please read them carefully. By accessing Anvara’s Platform in any manner, including, but not limited to, making a purchase, visiting or browsing Anvara’s Platform, registering an account or registering for marketing communications, participating in Anvara’s Platform or contributing content or other materials to the Platform, Supplier and Advertiser expressly understand, acknowledge and agree to be bound by these Terms and Conditions without modification. These Terms and Conditions, together with the Purchase Order, form the “Agreement” between Anvara, Advertiser and Supplier for the Services. If any Supplier or Advertiser does not agree with these Terms and Conditions, then such party should immediately cease using the Platform. In the event of any conflict between the terms of these Terms and Conditions and the terms set forth in a Purchase Order, the terms of these Terms and Conditions shall supersede and control.

If Supplier and Advertiser enter into a separate agreement in lieu of Purchase Order in the form provided by Anvara through the Platform (each, a “Separate Agreement”), the Separate Agreement will govern the provision of PO Products/Services (as defined below) as the Purchase Order as between Supplier and Advertiser, however, these Terms and Conditions will supersede and control with respect to the relationship, rights and obligations between Anvara, on the one hand, and Supplier and Advertiser, on the other hand, and such Separate Agreement shall not contradict or supersede any of these Terms and Conditions. Supplier and Advertiser acknowledge and agree that any Separate Agreement between them must be uploaded to the Platform and approved by Anvara (in its sole and absolute discretion) prior to such Separate Agreement becoming legal binding with respect to the PO Products/Services applicable to the Platform Transaction (as defined below) to which such Separate Agreement relates. References herein to the term “Purchase Order” shall, where applicable, include the term “Separate Agreement.”

Anvara, Supplier and Advertiser, intending to be legally bound, hereby agree as follows:

1. Scope of Agreement.

- a. Each Advertiser and Supplier shall be required to create an account for the company and each individual within the company who will have access to the Anvara platform must use a company email which Anvara can verify. Upon verification by Anvara, each Advertiser and Supplier shall complete the remaining steps to create its account, including designation of each company registrant as either an “Administrator” or a “Member”. “Members” shall only be permitted to send messages to Advertisers/Suppliers (as applicable) and make inquiries as to potential transactions. “Administrators” shall have the same rights as Members, but also the right to consummate transactions, execute Purchase Orders, make payments, and collect and transfer cash proceeds. In order to access and use the Platform, you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the state and/or country you are established in and able to enter into legally binding contracts.
- b. Should Advertiser wish to enter into a Purchase Order with a given Supplier, Advertiser will provide a proposal to Supplier through the Platform stating the terms of the prospective

Purchase Order. Following submission of a proposal, Advertiser shall have the right to rescind such proposal unless and until the terms are accepted by Supplier and a Purchase Order is entered into.

- c. Should Advertiser and Supplier enter into a Purchase Order, Advertiser agrees that it shall provide the Advertising Materials (as defined below) to Supplier in a timely manner such that Supplier can provide the products and/or services required by the Purchase Order (the "PO Products/Services"), and within the time-frame(s) contemplated by the Purchase Order.
 - d. Should Advertiser and Supplier enter into a Purchase Order, Supplier agrees that it will provide the PO Products/Services as stated in the Purchase Order, and within the timeframe(s) contemplated by the Purchase Order. Supplier shall not provide the PO Products/Services to Advertiser unless and until the applicable Purchase Order has been executed by the parties thereto. Unless otherwise agreed in a Purchase Order (including any Separate Agreement): (i) Supplier will provide the equipment, tools, and other items required to provide the PO Products/Services at its own expense; and (ii) Supplier is providing the PO Products/Services to Advertiser on a non-exclusive basis, and Supplier may provide the same or similar services to other customers during the Term.
 - e. Each: (i) potential transaction, including any proposed or executed Purchase Order, that has been initiated through, or otherwise in any manner stems from, Advertiser's or Supplier's access to or use of the Platform (each, a "Platform Transaction"); and (ii) future transaction of the types that are or can be made available through the Platform and are entered into by an Advertiser and a Supplier during the two (2) year period following the date of completion of such parties' first Platform Transaction (the "Restricted Period"), must in each case be completed and managed exclusively through the Platform (a "Platform-Initiated Relationship"). Accordingly, except as may be otherwise expressly permitted herein, you shall not enter into any agreement outside of the Platform with respect to any Platform Transaction or any Platform-Initiated Relationship during the Restricted Period. Should you do so, or attempt to do so, you may be immediately barred from all further use of the Platform, and you hereby grant Anvara the right to immediately receive an amount equal to two (2) times the aggregate fees, commissions and other costs that would otherwise be due and owing to Anvara if such transaction(s) had been completed via the Platform, all as determined by Anvara in its sole and absolute discretion.
2. Performance. Supplier's and Advertiser's performance will be governed by the Purchase Order and, if applicable, the Separate Agreement. Supplier and Advertiser acknowledge and agree that Anvara shall not, under any circumstances, be liable for the performance (or non-performance) of Supplier or Advertiser of their respective obligations under these Terms and Conditions, any Purchaser Order or any Separate Agreement.
 3. Financial Terms.
 - a. Payment. Unless otherwise stated in the Purchase Order, Advertiser will pay to Anvara: (i) fifty percent (50%) of the Gross Revenue (as defined below) set forth in a Purchase Order prior to commencement of Supplier's provision of the PO Products/Services under such Purchase Order; and (ii) fifty percent (50%) of the Gross Revenue set forth in such Purchase Order promptly following the completion of Supplier's provision of the PO Products/Services under such Purchase Order. All such amounts shall be paid to Anvara through the Platform, without any deductions, offsets or other reductions, by no later than seven (7) business days after Advertiser receives a valid invoice and, if not therefore provided, a IRS Form W-9, from Supplier. Unless otherwise stated in the Purchase Order, Supplier will be responsible for any costs/expenses incurred by Supplier in providing the PO Products/Services and Supplier not be entitled to reimbursement for any such costs/expenses, including, without limitation,

production costs and travel expenses, incurred in its performance under the Agreement. If the Purchase Order states that Advertiser will reimburse Supplier for production, travel and/or other costs/expenses, Supplier must obtain Advertiser's prior written approval before incurring each applicable cost/expense, on a case-by-case basis, and Supplier shall comply with any cost/expense reimbursement guidelines provided by Advertiser and provide Advertiser with appropriate documentation to support the costs/expenses. Anvara shall remit fifty percent (50%) of the Net Revenue (as defined below) to Supplier upon the commencement of Supplier's provision of the PO Products/Services pursuant to the applicable Purchase Order (provided Anvara has received the applicable payment from the Advertiser as of such time), and the remaining fifty percent (50%) upon completion of Supplier's PO Products/Services pursuant to the applicable Purchase Order. Whether or not such PO Products/Services have been fully and satisfactory completed shall be as mutually determined by Advertiser and Supplier. In the event of a disagreement between Advertiser and Supplier with respect to such determination, such disagreement shall be resolved as a Dispute in accordance with Section 15 and Anvara shall be entitled to withhold any payments to Supplier or Advertiser pending the full and final resolution of any such Dispute. For the avoidance of doubt and notwithstanding anything herein to the contrary, Supplier and Advertiser may agree in a Purchase Order (or Separate Agreement) to utilize a fee payment structure that differs from the above with respect to the timing of such fee payments (e.g., requiring all fees to be paid by Advertiser prior to Supplier's performance under such Purchase Order), provided that the other terms and conditions of this Section 3 shall apply to such fee payment structure, *mutatis mutandis*.

- b. Anvara Fees. All payments made hereunder shall be rendered to Anvara through the Platform, and such payments shall be referred to as the "Gross Revenue" received by Anvara hereunder. Unless otherwise agreed between Anvara and Supplier in writing, Anvara shall retain ten percent (10%) of each such Gross Revenue payment as its fee. The remainder of the Gross Revenue, following deduction and retention of the applicable Anvara fee, is referred to as the "Net Revenue". Notwithstanding anything in these Terms and Conditions or any Purchase Order (or Separate Agreement) to the contrary, Supplier and Advertiser agree that all payments related to Platform Transactions must be processed through the Platform in accordance with these Terms and Conditions.
- c. Taxes. Each party shall be responsible for the payment of any and all taxes incurred as a result of the fees paid to such party pursuant to this Agreement.

4. Intellectual Property.

- a. Ownership. Each party shall retain ownership of all right, title and interest to its Intellectual Property, and no right to use such Intellectual Property of another party shall be sold, licensed, transferred or otherwise pass except as otherwise set forth in these Terms and Conditions and a Purchase Order (including, if applicable, a Separate Agreement). "Intellectual Property" means current and future rights in any registered or unregistered copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, right of privacy or publicity, moral rights, and any other intellectual property rights that may exist anywhere in the world
- b. Confidential Information. Do not share confidential or proprietary information on or through the Platform. Anvara does not want to receive confidential, proprietary or trade secret information of Advertiser or Supplier. Notwithstanding the foregoing, Anvara will use reasonable efforts to maintain the confidentiality of non-public information of Advertiser or Supplier contained in a Purchase Order issued through the Platform. Please note that any non-Purchase Order information, materials, suggestions, ideas or comments sent to Anvara or through the use of the Platform will be deemed non-confidential, and, by submitting any such

information, you are granting Anvara a perpetual, irrevocable, exclusive, royalty-free, fully-paid, worldwide, transferable, sublicensable, and unrestricted license to use, modify, reproduce, transmit, display and distribute such materials, information, suggestions, ideas or comments for any purpose whatsoever. Anvara will not use your name in connection with any such materials, information, suggestions, and ideas or comments unless we first obtain permission or are otherwise required by law to do so. Any confidentiality restrictions shall be set forth in the applicable Purchase Order (including any Separate Agreement) as between Supplier and Advertiser.

- c. Publicity. Anvara may use and reference Supplier's and Advertiser's name, logos, marks and the customer relationship under these Terms and Conditions in its promotional and marketing materials and activities and on its Platform. Advertiser and Supplier each grant Anvara a perpetual, irrevocable, fully paid-up, non-exclusive, royalty-free, fully-paid, worldwide, transferable, sublicensable, and unrestricted license to use its Intellectual Property for such purposes.
5. Supplier Representations and Warranties. Supplier represents and warrants that: (i) Supplier has and will maintain all licenses required to perform the services and provide the PO Products/Services, (ii) Supplier has the right to grant the rights and licenses granted in these Terms and Conditions and the Purchaser Orders (and, if applicable, the Separate Agreement(s)); (iii) Supplier possesses the full right, power, and authority to enter into these Terms and Conditions and to perform its obligations hereunder, (iv) Supplier will perform its obligations under these Terms and Conditions and the Purchaser Orders (and, if applicable, the Separate Agreement(s)) in strict compliance with all applicable local, state, federal, and international laws, regulations, and ordinances, including but not limited to laws related to privacy, data protection, intellectual property, consumer protection, and the advertisement and sale of products or services, (v) Supplier's performance under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) will not cause Supplier to breach any other agreements; (vi) Supplier's performance of all obligations under the Purchase Orders (and, if applicable, the Separate Agreement(s)): (a) will be conducted with due care, skill and diligence, in a professional and competent manner, and in accordance with high industry standards and practices, and (b) will conform with the requirements in the Purchase Order (and, if applicable, the Separate Agreement(s)) and to high industry standards; (vii) Supplier will comply with all applicable laws and regulations in connection with its performance under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)), including all applicable employment, labor, and human rights, data privacy, health and safety, tax, customs, import and export controls, trade sanctions regulations, campaign finance and anti-bribery laws, and environmental laws and regulations, and (viii) Supplier will comply, and will cause Supplier's personnel to comply, with all access, safety, security and information systems policies and requirements provided by Anvara and Advertiser.
6. Advertiser Representations and Warranties. Advertiser represents and warrants that: (i) Advertiser has the right to grant the rights and licenses granted in these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)); (ii) Advertiser possesses the full right, power, and authority to enter into these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) and to perform its obligations hereunder, (iv) Advertiser will perform its obligations under these Terms and Conditions and the Purchase Order (and, if applicable, the Separate Agreement(s)) in strict compliance with all applicable local, state, federal, and international laws, regulations, and ordinances, including but not limited to laws related to privacy, data protection, intellectual property, consumer protection, and the advertisement and sale of products or services (v) Advertiser's performance under these Terms and Conditions and the Purchase Orders (and, if applicable, the Separate Agreement(s)) will not cause Advertiser to breach any other agreements; (vi) Advertiser will comply with all applicable laws and regulations in connection with its performance under these Terms and Conditions and the Purchase Order (and, if applicable, the Separate Agreement(s)), including all applicable employment, labor, and human rights, data privacy, health

and safety, tax, customs, import and export controls, trade sanctions regulations, campaign finance and anti-bribery laws, and environmental laws and regulations, and (vii) Advertiser will comply with all access, safety, security and information systems policies and requirements provided by Anvara and Supplier.

7. Advertising Materials. Advertising should be honest and in good taste, claims should be substantiated and qualifying information about the attributes or use of a product should be disclosed whenever required to avoid misleading consumers. Advertisements will not:
 - a. Violate any rights of any person, firm or corporation;
 - b. Contain any false, unsubstantiated or unwarranted claims for any product or service, or testimonials that cannot be authenticated;
 - c. Be false or misleading;
 - d. Contain any material which is in whole or in part defamatory, violent, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment;
 - e. Contain false or ambiguous statements or representations that may be misleading;
 - f. Contain any element of unauthorized Intellectual Property;
 - g. Contain any disparagement or libel of third-parties;
 - h. Contain any content that is or may be injurious or prejudicial to the interests of the public, Anvara, Supplier or honest advertising and reputable business in general; or
 - i. Be construed as an endorsement or approval by Anvara or Supplier of the product or service being offered in the advertisement.

8. Insurance. Throughout the Term, each of Supplier and Advertiser shall maintain general liability, workers' compensation, unemployment compensation, disability, errors and omissions, and other insurances, as required by applicable law or common practice in Supplier's and Advertiser's industry, whichever affords greater coverage. Upon Anvara's request, Supplier and Advertiser shall provide Anvara certificates of insurance or evidence of coverage, and shall name Anvara as additional insured or loss payee (as applicable) thereunder.

9. Indemnification.
 - a. Supplier Indemnification. Supplier shall indemnify, defend and hold Anvara and Anvara's affiliates, and each of their respective stockholders, officers, directors, employees, agents and representatives (collectively, "Anvara Indemnitees") harmless from and against any action, suit, claim, investigation, costs, expenses, liabilities, damages, claims, costs and expenses (including attorneys' fees) (collectively, "Losses") incurred by any Anvara Indemnitees that arises out of any of the following: (i) breach of this Agreement by Supplier or Supplier's personnel; (ii) Supplier's or Supplier's personnel's negligence, willful misconduct, or fraud, (iii) any allegation that the PO Products/Services, or the use thereof, infringe or misappropriate any third party's rights, including Intellectual Property-related rights; or (iv) any property damage, personal injury, or death related to Supplier's Purchase Orders or provision of PO Products/Services.

 - b. Advertiser Indemnification. Advertiser shall indemnify, defend and hold the Anvara Indemnitees harmless from and against any Losses incurred by any Anvara Indemnitees that arises out of any of the following: (i) breach of this Agreement by Advertiser or Advertiser's personnel; (ii) Advertiser's or Advertiser's personnel's negligence, willful misconduct, or fraud, (iii) any allegation that the Advertising Materials or the use thereof (by Supplier or otherwise) infringe or misappropriate any third party's rights, including Intellectual Property-related rights; or (iv) any property damage, personal injury, or death related to Advertiser's receipt or use of any PO Products/Services.

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, ANVARA SHALL

NOT BE LIABLE TO SUPPLIER, ADVERTISER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ANY PURCHASE ORDER, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, THE REMOVAL OF ANY PROMOTIONS, OR ANY DELAY IN DISPLAYING OR THE FAILURE TO DISPLAY PROMOTIONS, EVEN IF AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANVARA'S AGGREGATE LIABILITY FOR MONETARY DAMAGES UNDER THESE TERMS AND CONDITIONS AND ALL PURCHASE ORDER(S) INVOLVING SUPPLIER AND ADVERTISER EXCEED THE AMOUNT PAID TO ANVARA IN CONNECTION WITH THE PURCHASE ORDER(S) WHICH IS THE BASIS OF LIABILITY.

11. Trade and Anti-Bribery Laws. Supplier and Advertiser shall each comply with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including (i) data protection and privacy laws, (ii) employment, tax, immigration, benefits, and workers compensation laws, (iii) import and export control laws and trade sanction regulations, and (iv) anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws in the country where business or Services take place, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Neither Supplier nor Advertiser shall do, or fail to do, any act that would cause Anvara to breach any anti-bribery or anti-corruption laws and regulations. Neither Supplier nor Advertiser shall accept, and shall promptly send written notice to Anvara, any request for any undue financial or other advantage received by Supplier in connection with these Terms and Conditions and/or the Purchase Order.
12. Records and Audit. Each of Supplier and Advertiser shall maintain all records, contracts, and accounts related to the Products and Services during the Term and for five (5) years thereafter ("Audit Period"). During the Audit Period, Anvara or an independent certified public accountant reasonably acceptable to Supplier or Advertiser, as applicable, may, at any time, audit Supplier's or Advertiser's applicable records and inspect Supplier's and/or Advertiser's applicable facilities to verify that Supplier and Advertiser have complied with their respective obligations under these Terms and Conditions and the applicable Purchase Order. Supplier and Advertiser shall promptly provide to Anvara or the auditor any information and documentation Anvara or the auditor reasonably requests in connection with such audit or inspection in the format reasonably requested. Audits will be conducted during normal business hours, and Anvara will take reasonable precautions to minimize disruption to Supplier's and Advertiser's normal business. If a government authority audits any portion of Supplier's or Advertiser's business related to the Products or Services, to the extent permitted by applicable law, Supplier and/or Advertiser will promptly notify Anvara and provide Anvara with reasonable information about the audit.
13. Independent Contractor. Each of Anvara and Supplier and Advertiser are independent contractors. These Terms and Conditions do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No party has the authority to act on behalf of, bind, incur any liability, or make any representation on behalf of the other party. There are no third-party beneficiaries under these Terms and Conditions.
14. Governing Law. This Agreement shall be governed by under the laws of New York, without reference to conflicts of law principles.
15. Dispute Resolution.

- a. Any and all controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism.
- b. If the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the New York office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration shall be conducted in New York County, New York before a single neutral arbitrator appointed in accordance with the Arbitration Rules.
- c. The arbitrator will provide a written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree, the neutral arbitrator and the members of any appeal panel shall be retired judges or justices of any New York state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in New York County. The party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys’ fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts located in New York County. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court (state or federal) of competent jurisdiction in New York County.
- d. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

16. General.

- a. Entire Agreement. These Terms and Conditions and the applicable Purchase Order are the entire understanding of the parties regarding its subject matter and supersedes all prior agreements between the parties regarding its subject matter. No remedy provided under these Terms and Conditions is intended to be exclusive of other remedies available at law or equity. These Terms and Conditions will take precedence over conflicting terms in the Purchase Order.
- b. Updates to the Terms and Conditions. Anvara reserves the right to modify these Terms and Conditions, at any time and from time to time, in its sole and absolute discretion, without any prior notice. The revised Terms and Conditions will be effective as of the posted date to the Platform. If Anvara makes a material change to the Terms and Conditions, Anvara may (but shall not be obligated to) provide Supplier and Advertiser with advance notice of the revised Terms and Conditions. If a Supplier or Advertiser has provided Anvara an email address, Anvara may provide such notification to Supplier and Advertiser of such changes via email. In addition, Anvara may (but shall not be obligated to) also provide notice by posting it on its

Platform or in another manner. If a party does not agree to the new Terms and Conditions, such party should stop using the Services, and if such party is a registered user, it may cancel its account with Anvara by contacting Anvara at info@anvara.io, and such party will not be bound by the *updated* Terms and Conditions following such termination. Otherwise, the updated Terms and Conditions will take effect on the date posted to the Platform and a party's continued use of the Services shall be considered acceptance of the updated Terms and Conditions.

- c. Interpretation. The words “include,” “includes” and “including” shall not limit the generality of the relevant statement and shall be deemed to be followed by the words “without limitation.”
- d. Waiver. No waiver under these Terms and Conditions will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- e. Severability. If any provision of these Terms and Conditions or the application thereof to any party or circumstances is held invalid or unenforceable, the remainder of these Terms and Conditions and the application of such provision to other parties or circumstances shall not be affected thereby, and to this end, the provisions hereof are declared severable.
- f. Force Majeure. In no event shall Anvara be liable for any delay or failure to perform its obligations under these Terms and Conditions arising out of or caused by circumstances outside of its reasonable control, including, without limitation, fire, flood, earthquake, force of nature, explosion, or any other Act of God, pandemic, epidemic, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency. ANVARA MAKES NO REPRESENTATION, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ANVARA WEBSITE, THE PRODUCTS OR DELIVERABLES, THE SERVICES IT PROVIDES HEREUNDER, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANVARA DOES NOT WARRANT OR GUARANTEE THAT ANY ANVARA WEBSITE, THE PRODUCTS OR DELIVERABLES OR ANY SERVICES OR OPERATION THEREOF WILL BE UNINTERRUPTED OR WILL MEET SUPPLIER'S OR ADVERTISER'S REQUIREMENTS OR INTENDED USES.
- g. Assignment. Neither Supplier nor Advertiser may assign, transfer, or delegate any of its rights or obligations under these Terms and Conditions, whether by operation of law or otherwise, without the prior written consent of Anvara in each instance, which consent may be withheld in Anvara's sole discretion. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- h. Notices. All notices, demands and other communication hereunder must be in writing and shall be deemed to have been duly given upon receipt or refusal thereof if sent by: (i) certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier, (iii) by hand, or (iv) by electronic mail (with confirmation of receipt by the recipient). Notices shall be sent to the address provided to each party.

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