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- No password may be made available to any Unauthorised Person for the purpose of using the Service.

If Slingshot Aerospace Limited suspects that a password is being used by an Unauthorised Person the password may be cancelled.

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Materials and features may be added to and removed from the Service without notice.

The Materials and information included in the Service are provided for reference purposes only. They are not intended as a substitute for professional advice or judgement. No Materials or information should be relied upon to provide legal or other

advice with respect to particular circumstances.

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The Service and Materials are provided on an 'as is' basis and Slingshot Aerospace Limited excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

## **5. Termination**

5.1 The agreement may be terminated:

5.1.1 at any time by Slingshot Aerospace Limited if the Subscriber fails to pay any sum due hereunder by the due date provided and such sums remain unpaid for 14 days after written notice from the Slingshot Aerospace Limited that such sum has not been paid (such notice to contain a warning of Slingshot Aerospace Limited's intention to terminate); or

5.1.2 at any time by Slingshot Aerospace Limited if the Subscriber is in breach of any of these terms and conditions.

5.2 Within 7 days of termination for any reason the Subscriber shall destroy all copies of the Materials in its possession and shall delete the Materials from its computers. If requested by Slingshot Aerospace Limited, a duly authorised officer of the Subscriber shall certify in writing to Slingshot Aerospace Limited that the Subscriber has complied with such obligation. Limited data used in internal reports and documents may be retained for reference purposes only.

5.3 Termination for any reason shall be without prejudice to the rights of the parties accrued prior to termination.

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## **7. Limitation of Liability**

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The liability of Slingshot Aerospace Limited for interruptions to availability of the Service caused by circumstances within its control shall not exceed the amount paid by the Subscriber for access to the Service in respect of the period of non-availability. The only obligation of Slingshot Aerospace Limited in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Service reinstated.

## **8. Law and Jurisdiction**

These terms and conditions shall be interpreted in accordance with the Laws of England and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

## **9. Arbitration – This clause only applies to customers in the People's Republic of China (including Hong Kong and Macao)**

9.1 In the event of any dispute, controversy or claim arising out of or relating to this agreement, including its existence, validity, interpretation, performance, breach or termination or any dispute regarding non-contractual obligations arising out of or related to it (collectively, 'Dispute'), the parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute cannot be resolved through friendly consultations between the parties within 30 days following the first written request from a party for consultations, then either party may submit the Dispute to arbitration in accordance with this clause 9.3, which shall be final and binding on the parties.

9.2 When any Dispute occurs and is the subject of friendly consultations or arbitration, the parties shall, during the course of such consultations or arbitration, continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this agreement, except in respect of those matters under Dispute.

Slingshot Aerospace Ltd

Space Systems Operations Facility Spaceport Cornwall, St Mawgan, Newquay, Cornwall, United Kingdom, TR8 4HP

Registered in England, company number: 8750033

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9.3 Any Dispute which cannot be resolved through friendly consultations in accordance with clause 9.1 shall be submitted to the London Court of International Arbitration (LCIA) for arbitration which shall be conducted in accordance with the LCIA's arbitration rules in effect at the time of applying for arbitration. The arbitration award shall be final and binding on all parties.