

DEVELOPER APPLICATION PROGRAMMING INTERFACE (API) LICENSE AGREEMENT

This Developer Software License agreement (“Agreement”) is a binding agreement between Mona Informatix Limited with registered Offices located at The University of West Indies Mona Campus, Kingston 7 (“Company”) and you the (“Developer”).

BY COMPLETING THE REGISTRATION PROCESS FOR THIS APPLICATION PROGRAMMING INTERFACE (API) SERVICE, OR BY USING THIS API SERVICE OR ACCEPTING ANY MODIFICATION TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 2 BELOW, THE DEVELOPER AGREES TO AND SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, INCLUDING WITHOUT LIMITATION ANY LINKED TERMS AND CONDITIONS APPEARING OR REFERENCED BELOW, WHICH ARE HEREBY MADE PART OF THIS LICENSE AGREEMENT. BY USING THE LICENSED MATERIAL, THE DEVELOPER IS AGREEING THAT IT HAS READ, AND THAT THE DEVELOPER AGREES TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL APPLICABLE LAWS AND REGULATIONS IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION. IF THE DEVELOPER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN THE DEVELOPER MAY NOT ACCESS OR OTHERWISE USE THE LICENSED MATERIAL. THIS AGREEMENT IS EFFECTIVE AS OF THE FIRST DATE THAT DEVELOPER REGISTERS AND USES THE LICENSED MATERIAL (“EFFECTIVE DATE”).IF THE DEVELOPER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A BODY CORPORATE OR OTHER LEGAL ENTITY, THE DEVELOPER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT. THE DEVELOPER MAY NOT USE THE LICENSED MATERIAL AND MAY NOT ACCEPT THIS AGREEMENT IF THE DEVELOPER IS NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY.

1. THE FEES

1.1 In consideration of your use of any of the Services, the Developer agrees to pay applicable fees for Services in the amounts set forth on the respective Service detail pages on the <http://api.jamnav.com/> Web site (including any minimum subscription fees). The Developer is responsible for any fees assessed by the Company. Fees for any new Service or new Service feature will be effective upon posting by the Company on the <http://api.jamnav.com/> Web site for the applicable Service. The Company may increase or add new fees for any existing Service or Service feature, or implement a fee for any previously Free Service or Free Service feature, by giving Developer 30 days’ advance notice. Such notice will be posted on the <http://api.jamnav.com/> Web site on

the Service detail page for the affected Service. The Developer agrees that it is responsible for regularly checking the <http://api.jamnav.com/> Web site and at least once each month to confirm whether there are any new fees and their effective date(s). All fees payable by the Developer is exclusive of applicable taxes and duties, including, without limitation, General Consumption tax (G.C.T). The Developer will provide such information to the Company as reasonably required to determine whether the Company is obligated to collect G.C.T from the Developer, including without limitation your G.C.T. identification number.

1.2 The Company may specify the manner in which the Developer will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by the Developer under this Agreement will be made without setoff or counterclaim and without deduction or withholding whatsoever. If any deduction or withholding is required by applicable law, the Developer shall notify us and shall pay such additional amounts to the Company as necessary to ensure that the net amount that the Company receives, after such deduction and withholding, equals the amount the Company would have received if no such deduction or withholding had been required. Additionally, the Developer shall provide the Company with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

1.3 The Company reserves the right to suspend or terminate Developer's access to the Service for any late payments in accordance with the notice provisions contained in section 11.

2. MODIFICATIONS TO THIS AGREEMENT

The Developer agrees that the Company may modify this Agreement or any policy or other terms referenced in this Agreement (collectively, "Additional Policies") at any time by posting a revised version of the Agreement or such Additional Policy on the <http://api.jamnav.com/> Web site. The revised terms shall be effective as follows:

If the revised terms are for (a) any additional Services which the Company is adding at the time of the revision, or any other general terms and conditions applicable to our services, Web sites or other properties, then the revised terms shall be effective upon posting (unless the Company expressly state otherwise at the time of posting); and

By continuing to use or receive the Services after the "effective date" of any revisions to this Agreement or any Additional Policies, the Developer agrees to and shall be bound by the revised Agreement or any revised Additional Policies. It is the Developer's responsibility to check the <http://api.jamnav.com/> Web site regularly for changes to this Agreement or the Additional Policies, as applicable.

3. ACCEPTABLE USE OF POLICY AND SERVICE TERMS

Developer may only use the Services in accordance with this agreement and the applicable Service Terms.

4. LICENSE TO USE THE COMPANY'S WORKS

4.1 The Company may make available to the Developer, for its installation, copying, and/or use in connection with the Services, from time to time, a variety of software, data, and other content and printed and electronic documentation. Subject to the Developer's acceptance of this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment as required for your right to use the subject Service, the Company hereby grants to Developer, without the right to sublicense, a limited, nonexclusive, nontransferable license during the Term, under our intellectual property or proprietary rights in the Company's Works, only to install, copy, and use the Company's Works solely in connection with and as necessary for the Developer's use of such Services and solely to the extent in compliance with all the terms and conditions of this Agreement. The Company's Works may include, without limitation:

- Proprietary Application Programming Interfaces ("**APIs**");
- Developer tools for use in connection with the **APIs**;
- Articles and documentation for use in connection with the use and implementation of the **APIs** (collectively, "Documentation");
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and its related **APIs** and other technology;
- Textual materials made available as part of the Service ("Text Materials"); and
- Other forms of digital content, data, text, images, logos, user interface designs and other creative designs, audio and video (with the Text Materials, collectively, "The Company's Content").

4.2 Except as may be expressly authorized under this agreement:

- The Developer may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in or accessed via the Company's Works.
- The Developer may not, and may not attempt to, reverse-engineer, disassemble, or decompile the Company's Works or the Services or apply any other process or procedure to derive the source code of any software included in or accessed via the Company's Works.

4.3 The Developer's use of any trademarks, service marks, service or trade names, logos, and other designations of the Company and its affiliates or licensors ("**Marks**")

shall strictly comply with the Trademark Guidelines and the following provisions. The Developer may use the Marks in conjunction with the display of the Company's Content and for the purpose of indicating that your Application was created using the Services. The Developer must immediately discontinue use of any Mark as specified by the Company at any time. The Company may modify any Marks provided to the Developer at any time, and upon notice, the Developer will use only the modified Marks and not the old Marks. Other than as specified in this Agreement, the Developer may not use any trademark, service mark, trade name, or other business identifier of the Company or its affiliates unless the Developer obtains the Company's or its affiliates' prior written consent. In addition, the Developer agrees not to misrepresent or embellish the relationship between the Company and itself, for example, by implying that the Company supports, sponsors, endorses, or contributes money to the Developer or Developer's business endeavors.

4.4 The rights granted by the Company in this Agreement with respect to the Company's Works, the Marks and the Services are nonexclusive, and the Company reserves the right to: (a) itself act as a creator of products or services related to any of the products that the Developer may cultivate in connection with your use of the Services; and (b) appoint third parties as computer programmers or systems integrators who may offer products or services which compete with your Application.

5. TERM, TERMINATION, AND SUSPENSION

5.1 The term of this Agreement ("Term") will commence, and Developer may begin using the Services, once the Developer agrees to the terms and conditions of this Agreement by completing the registration process for your account. The Agreement will remain in effect until terminated by Developer or the Company in accordance with Section 5.

5.2. Developer may terminate this Agreement for any reason or no reason at all, at its convenience, by (a) providing the Company with written notice of termination in accordance with Section 11 and (b) closing your account for any Service for which the Company provides an account closing mechanism.

5.3. Termination or Suspension by the Company Other Than for Cause.

5.3.1. The Company may suspend your right and license to use any or all Services, or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to Developer), for any reason or for no reason whatsoever, at our discretion at any time by providing you with thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 11 below.

5.4. Termination or Suspension by Us for Cause. The Company may suspend your right and license to use any individual Service or any set of Services, or terminate this

Agreement in its entirety (and, accordingly, your right to use all Services), for cause effective as set forth below:

5.4.1. Immediately upon our notice to the Developer in accordance with the notice provisions set forth in Section 11 below if: (a) the Developer attempts a denial of service attack on any of the Services; (b) Developer seek to hack or break any security mechanism on any of the Services or the Company otherwise determine that your use of the Services poses a security or service risk to the Company, to any user of services offered by us, to any third-party sellers on any of our Web sites, or to any of our or their respective customers or may subject us or any third party to liability, damages or danger; (c) the Developer otherwise uses the Services in a way that disrupts or threatens the Services; (d) the Developer is in default of its payment obligations hereunder and/or there is an unusual spike or increase in its use of the Services; (e) the Company determines, in our sole discretion, there is evidence of fraud with respect to your account; (f) Developer uses any of the Company's Content (as defined in Section 4.1) or Marks (as defined in Section 4.3) other than as expressly permitted herein; (g) the Company receives notice or the Company otherwise determine, in our sole discretion, that the Developer may be using the Company's Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; (h) the Company determines, in our sole discretion, that our provision of any of the Services to Developer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (i) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if Developer becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

5.4.2. Ten (10) days following the Company's provision of notice to the Developer in accordance with the notice provisions set forth in Section 11 below if the Developer is in default of any payment obligation with respect to any of the Services or if any payment mechanism the Developer have provided to the Company is invalid or charges are refused for such payment mechanism, and the Developer fails to cure such payment obligation default or correct such payment mechanism problem within such 10-day period, then the Company may terminate or suspend of services with immediate effect.

5.5. Effect of Suspension or Termination.

5.5.1. Suspension. Upon our suspension of your use of any Services, in whole or in part, for any reason whatsoever, (a) fees will continue to accrue for any Services that are still in use by the Developer, notwithstanding the suspension; (b) the Developer remain liable for all fees, charges, and any other obligations the Developer has incurred through the date of suspension with respect to the Services; and (c) all of the

Developer's rights with respect to the applicable Services shall be terminated during the period of the suspension.

5.5.2. Termination. Upon termination of this Agreement for any reason whatsoever: (a) the Developer remain liable for all fees, charges, and any other obligations the Developer have incurred through the date of termination with respect to the Services; (b) all of the Developer's rights under this Agreement shall immediately terminate; and (c) the Developer shall immediately return, or if instructed by the Company, destroy all the Company's Confidential Information (as defined in Section 7 below) then in the Developer's possession.

5.6. Survival. In the event this Agreement is terminated for any reason, all relevant sections will survive any such termination.

6. DOWNTIME AND SERVICE SUSPENSIONS; SECURITY

6.1 In addition to the Company's rights to terminate or suspend Services to the Developer as described in Section 5 above, the Developer acknowledges that: (a) its access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason whatsoever, including as a result of power outages, system failures, or other interruptions; and (b) The Company shall also be entitled, without any liability to the Developer, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (i) for scheduled downtime to permit the Company to conduct maintenance or make modifications to any Service; (ii) in the event of a denial of service attack or other attack on the Service or other event that the Company determines, in our sole discretion, may create a risk to the applicable Service, to the Developer or to any of our other customers if the Service were not suspended; or (iii) in the event that the Company determine that any Service is prohibited by law or the Company otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Without limitation to **Section 9**, The Company shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits), expenses or any other consequences that the Developer may incur as a result of any Service Suspension. To the extent the Company is able, the Company will endeavor to provide the Developer with an e-mail notice of any Service Suspension in accordance with the notice provisions set forth in **Section 11** below and to post updates on the <http://api.jamnav.com/> Web sites regarding resumption of Services following any such suspension, but shall have no liability whatsoever for the manner in which the Company may do so or if the Company fails to do so.

7. CONFIDENTIALITY

7.1 The Developer shall not disclose the Company's Confidential Information during the Term or at any time during the ten-year (10) period following the end of the Term. As used in this Agreement, the Company's "Confidential Information" means all nonpublic information disclosed by us, our business partners, or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. The Company's Confidential Information includes, without limitation, (a) nonpublic information relating to our or our business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs (including, but not limited to, any information about or involving one of our so-called beta tests or a beta test product that Developer obtain as a result of your participation in such beta test), (b) third-party information that the Company is obligated to keep confidential, and (c) the nature, content, and existence of any discussions or negotiations between the Developer and the Company. Confidential Information does not include any information that the Developer is required to disclose by law.

8. INTELLECTUAL PROPERTY

8.1 Other than the limited use and access rights and licenses expressly set forth in this Agreement, the Company reserves all rights, title, and interest (including all intellectual property and proprietary rights) in and to: (a) the Services; (b) the Company's Works; (c) the Marks; and (d) any other technology and software that the Company provides or uses to provide the Services and the Company's Works. The Developer does not, by virtue of this Agreement or otherwise, acquire any ownership, interests or rights in the Services, the Company's Works, the Marks, or other technology and software (including third-party technology and software), except for the limited use and access rights described in this Agreement.

8.2. The Developer's Applications, Data, and Content. Other than the rights and interests expressly set forth in this Agreement, and excluding the Company's Works and works derived from the Company's Works, the Developer reserves all rights, title, and interest (including all intellectual property and proprietary rights) in and to Your Content. The Company will not disclose Your Content, except: (a) if the Developer expressly authorizes the Company to do so in connection with your use of the Services; or (b) as necessary to provide the Services to the Developer, or to comply with the Agreement or the request of a governmental or regulatory body, subpoenas/summons, or court orders.

8.3 In the event the Developer elects, in connection with any of the Services, to communicate to the Company suggestions for improvements to the Services, the

Company Works, or the Marks (collectively, "Feedback"), the Company shall own all rights, title, and interest in and to the same, even if the Developer has designated the Feedback as confidential, and the Company shall be entitled to use the Feedback without restriction. The Developer hereby irrevocably assigns all right, title, and interest in and to the Feedback to the Company and agrees to provide us such assistance as the Company may require to document, perfect, and maintain our rights to the Feedback.

8.4. During and after the term of the Agreement, with respect to any of the Services that Developer elects to use Developer will not assert, nor will the Developer authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third-party sellers on Web sites operated by or on behalf of us), licensors, sublicensees, or transferees, any patent infringement or other intellectual property infringement claim with respect to such Services.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS; LIMITATIONS OF LIABILITY

9.1. The Developer represents and warrants that it will not use the Services, the Company's Works, and/or the Developers Application : (a) in a manner that infringes, violates, or misappropriates any rights of the Company or any third party; (b) to engage in spamming or other impermissible advertising, marketing, or other activities (c) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms, or other data that are subject to export; and/or (d) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

9.2. Applications and Content. The Developer represents and warrants: (a) that it is solely responsible for the development, operation, and maintenance of its Content, including without limitation, the accuracy, security, appropriateness and completeness of the Developer's Content and all product-related materials and descriptions; (b) that the Developer has the necessary rights and licenses, consents, permissions, waivers, and releases to use and display its Content; (c) that the Developer's Content (i) does not violates, misappropriate, or infringe, any rights of us or any third party, (ii) does not constitute defamation, invasion of privacy, or publicity, or otherwise violate any rights of any third party, or (iii) is not designed for use in any illegal activity or to promote illegal activities, including, without limitation, use in a manner that might be defamatory or otherwise malicious, illegal, or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) that the Developer's Content does not contain any unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code (collectively "Harmful

Components”); and (e) to the extent to which Developer use any of the Marks, that the Developer will conduct its business in a professional manner and in a way that reflects favorably on the good will and reputation of the Company.

9.3. Public Software and Feedback. The Developer represents and warrants that it will not use, and will not authorize any third party to use, any Public Software in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any of the Company’s Works or Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. With respect to any feedback, the Developer represent and warrant that such Feedback, in whole or in part, contributed by or through Developer, (a) contains no third-party software or any software that may be considered Public Software and (b) does not violate, misappropriate, or infringe any intellectual property rights of any third party. “Public Software” means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation, or other material that is distributed as free software, open source software, or similar licensing or distribution models, including, but not limited to software, documentation, or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU’s General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License, and (h) the Apache License.

9.4. Authorization and Account Information. The Developer represents and warrants that: (a) the information the Developer provides in connection with its registration for the Services is accurate and complete; (b) if the Developer is registering for the Services as an individual, Developer is at least 18 years of age and has the legal capacity to enter into this Agreement; and (c) if the Developer is registering for the Services as an entity or organization, (i) the Developer is duly authorized to do business in Jamaica, and (ii) your employees, officers, representatives, and other agents accessing the Services are duly authorized to access the Services and to legally bind Developer to this Agreement and all transactions conducted under your account.

9.5 THE COMPANY’S WORKS, THE MARKS, THE SERVICES, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS, AND OTHER DATA OR INFORMATION PROVIDED BY US OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY THE “SERVICE OFFERINGS”) ARE PROVIDED “AS IS.” THE COMPANY AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY. OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE COMPANY AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICE OFFERINGS WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS. THE COMPANY AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY PAYMENT SERVICES. NO ADVICE OR INFORMATION OBTAINED BY THE DEVELOPER FROM THE COMPANY OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9.6. In addition to the foregoing, the Company specifically disclaims all liability, and the Developer shall be solely responsible for the development, operation, and maintenance of its Application and for all materials that appear on or within its Application and the Developer agrees that it shall, without limitation, be solely responsible for:

9.6.1. the technical operation of its Application and all related equipment;

9.6.2. the accuracy and appropriateness of any materials posted on or within its Application;

9.6.3. ensuring that any materials posted on its site or within its Application are not illegal and do not promote illegal activities, including without limitation any activities that might be defamatory or otherwise malicious, illegal, or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;

9.7 NEITHER THE COMPANY NOR ANY OF OUR LICENSORS SHALL BE LIABLE TO THE DEVELOPER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA, OR OTHER LOSSES (EVEN IF THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE DEVELOPER TO THE COMPANY HEREUNDER FOR THE SERVICES.

10. INDEMNIFICATION

10.1. The Developer agrees to indemnify, defend, and hold the Company, Company's affiliates, and licensors, each of the Company's business partners (including third-party sellers on Web sites operated by or on behalf of the Company) and each of the Company's respective employees, officers, directors, and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorney's fees), arising out of or in connection with any claim arising out of (a) the Developer's use of the Services and/or the Company Works in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions, Additional Policies, and/or applicable law, (b) the Developer's Content, or the combination of either with other applications, content, or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights, and/or the use, development, design, manufacture, production, advertising, promotion, and/or marketing of the Developer's Content, (c) the Developer's violation of any terms or conditions of this Agreement or any applicable Additional Policies, including without limitation, the Developer's representations and warranties, or (d) the Developer's or its employees' or personnel's negligence or willful misconduct.

11. NOTICES

11.1 Except as otherwise set forth herein, notices made by the Company to the Developer under this Agreement that affect our customers generally (e.g., notices of updated fees, etc.) will be posted on the <http://api.jamnav.com/> Web site. Notices made by us under this Agreement for the Developer or your account specifically (e.g., notices of breach and/or suspension) will be provided to Developer via the e-mail address provided to us in your registration for the Services or in any updated e-mail address Developer provide to us in accordance with standard account information update procedures the Company may provide from time to time. It is the Developer's responsibility to keep its e-mail address current and Developer will be deemed to have received any e-mail sent to any such e-mail address, upon our sending of the e-mail, whether or not Developer actually receive the e-mail.

11.2. For notices made by the Developer to the Company under this Agreement and for questions regarding this Agreement or the Services, Developer may contact the Company as follows:

Email: Info@monainfomatixltd.com

Attention: Project Manager

Address UWI Mona Campus, Kingston 7, Jamaica.

11.3. Language. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

12. MISCELLANEOUS PROVISIONS

12.1. Third-Party Activities. If the Developer authorizes, assists, encourages, or facilitates another person or entity to take any action related to the subject matter of this Agreement, the Developer shall be deemed to have taken the action itself.

12.2. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

12.3. Waivers. The failure by the Company to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by the Company must be in writing to be effective.

12.4. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

12.5. Entire Agreement. This Agreement incorporates by reference to all policies and guidelines posted on <http://api.jamnav.com/> Web site and constitutes the entire agreement between Developer and the Company regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between the Developer and the Company, whether written or oral, regarding such subject matter.

12.6. No Endorsement. The Developer understands and acknowledges that the Company is not certifying or endorsing, and has no obligation to certify or endorse, any of the Developer's Applications or Content.

12.7. Relationship. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership, or any employer/employee or fiduciary or franchise relationship between Developer and the Company (or any of our affiliates).

12.8 Law. This agreement shall be governed by the Laws of Jamaica.