

## YOURWOO WORLD WIDE TERMS AND CONDITIONS

These TERMS AND CONDITIONS ('T&C's') are applicable between the End User and YourWOO World Wide (as defined below) with respect to the use of the YourWOO World Wide Service (as defined below) by the End User. This T&C's form part of the YourWOO World Wide Processor Agreement between YourWOO World Wide and the End User. End User must accept these T&C's before using the YourWOO World Wide Service for the first time.

### Article 1 Definitions

As used herein, the following terms shall have the following meanings ascribed to them, unless the context requires otherwise. Other capitalized terms used in these T&C's are defined in the context in which they are used.

**T&C's:** these Terms and Conditions regarding the YourWOO World Wide Service between YourWOO World Wide and End User.

**Data:** all data, and materials stored, processed and/or transmitted by the End User, using the YourWOO World Wide Service.

**Database:** the file(s) stored by the End User, containing personal data of subscribers of End User, using the YourWOO World Wide Service.

**End User:** the legal entity entering into these T&C's.

**GDPR:** means EU General Data Protection Regulation 2016/679.

**Password:** the personal password used by the End User.

**YourWOO World Wide Processor Agreement:** The processor agreement between YourWOO World Wide and the End User.

**YourWOO World Wide Service:** means the following services: YourWOO World Wide developed a cloud-based platform, processes and knowhow to support organizations to grow by acquiring new customers and doing more business with existing customers. The services, amongst other things, consist of creating a buyer persona (ideal client/target group), content creation, writing, editing & design/ lay-out. The content is published/distributed via email marketing, social media content boost and or campaigning and potential other channels. Reporting is provided via the Window of Opportunity (WOO) dashboards and Marketing coaching.

**YourWOO World Wide Software:** the software developed by YourWOO World Wide.

**YourWOO World Wide:** the private limited liability company incorporated under the laws of the Netherlands. YourWOO World Wide B.V., having its statutory corporate seat in Amsterdam, the Netherlands, Vliegtuigstraat 6g, 1059 CL, registered with the Chamber of Commerce under number 72550708 and all of its subsidiaries.

**User Name:** the personal user name used by the End User.

### Article 2 Scope

**2.1** The purpose of these T&C's is to define the reference parameters for the provision of the YourWOO World Wide Service to the End User.

### Article 3 Service

**3.1** In accordance with the terms and conditions of these T&C's, YourWOO World Wide will provide the End User with access to the YourWOO World Wide Service. The YourWOO World Wide Entity will identify THE User Name to be used to set up End User's account.

**3.2** YourWOO World Wide grants the End User the non-exclusive and non-transferable right and license (without the right to sublicense) to access and use the YourWOO World Wide Service. The YourWOO World Wide Service is made available to End User solely as a hosted service and nothing in these T&C's shall be construed to grant the End User any right to receive a copy of any proprietary software of YourWOO World Wide.

**3.3** The End User is responsible for the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software,

devices and related materials required to connect to, access or otherwise use YourWOO World Wide Service.

**3.4** The End User hereby grants YourWOO World Wide a limited, restricted, non-exclusive and royalty-free license to access, copy, process and use the Data during the term of these T&C's, solely for the purpose of performing the YourWOO World Wide Service. The End User agrees that it is solely responsible for the Data and that YourWOO World Wide shall not have any responsibility whatsoever to verify the accuracy or completeness of the Data in the form such Data is provided to YourWOO World Wide.

**3.5** To improve the YourWOO World Wide Service, YourWOO World Wide is entitled to make changes to the YourWOO World Wide Service at any and all times. In the event that there is a significant likely technical, operational or system-technical consequence for the End User, YourWOO World Wide shall notify the End User of the changes to be made. If such change materially affects the functionality to the End User and the End User does not accept such change, the End User is entitled to terminate the T&C's in writing, as of the date on which the changes to the YourWOO World Wide Service shall be effective. Continued use of the YourWOO World Wide Service, shall constitute consent by the End User to the changes.

**3.6** The End User hereby grants YourWOO World Wide permission to use its name and logo for promotional purposes and as a reference, subject to prior notice.

**3.7** YourWOO World Wide retains the right to include "powered by YourWOO World Wide" or the YourWOO World Wide logo in the lay-out of emails sent by End User using YourWOO World Wide Service or YourWOO World Wide Software. The words "YourWOO World Wide", "powered by YourWOO World Wide" or the logo shall have a hyperlink attached for the webpage of YourWOO World Wide.

### Article 4 Use of the YourWOO World Wide Service

**4.1** The use of the YourWOO World Wide Service is the sole and exclusive responsibility of the End User.

**4.2** The End User represents, covenants, warrants and guarantees that the Data does not:

- (i) conflict with any applicable laws and regulations and, where applicable, the laws and regulations applicable in the jurisdiction of the End User, including but not limited to laws relating to spamming, privacy, intellectual property, consumer and child protection, obscenity or defamation;
- (ii) conflict with any directives and/or guidelines published by YourWOO World Wide;
- (iii) impede or cause damage to the YourWOO World Wide Service;
- (iv) constitute another form of unlawfulness or wrongdoing; and/or
- (v) damage the interests and good name and reputation of YourWOO World Wide.

**4.3** Should YourWOO World Wide become aware that the Data which the End User stores, processes and/or transmits by using the YourWOO World Wide Service is unlawful and/or in breach of these T&C's, it reserves the right to remove such Data or make access to such Data impossible, without prejudice to any other rights and remedies and without incurring any liability for such removal or making such Data not available.

**4.4** The End User is responsible for maintaining the confidentiality of its Password and User Name. The End User is responsible and liable for all activities conducted through the YourWOO World Wide Service by means of its Password and User Name, permitted and/or

unpermitted. The End User agrees to immediately notify the YourWOO World Wide Entity in writing of any unauthorised and/or fraudulent use of its Password and User Name.

#### **Article 5 Intellectual property rights**

**5.1** Except for the limited rights and licenses expressly granted in these T&C's, no other license is granted, no other use is permitted and YourWOO World Wide (and its suppliers and licensors) shall retain all right, title and interest (including all intellectual property and proprietary rights embodied therein) in and to the YourWOO World Wide Service and YourWOO World Wide Software. YourWOO World Wide (or any of its suppliers and licensors) does not grant any other license, retains all rights, titles and interests in and to the YourWOO World Wide Service and YourWOO World Wide Software as well as any modifications, adaptations or translations thereof.

**5.2** YourWOO World Wide shall be allowed to take technical measures to protect the YourWOO World Wide Service in accordance with agreed restrictions in the duration of the right to use the YourWOO World Wide Service. End User shall not be allowed to remove or evade such technical measures.

**5.3** Except for the limited rights and licenses expressly granted in these T&C's, no other license is granted, no other use is permitted, and End User shall retain all right, title and interest (including all intellectual property rights embodied therein) in and to the Data.

**5.5** The End User shall not be authorized to register or apply for any right concerning any object or trademark, which is the subject of any intellectual or industrial property right belonging to YourWOO World Wide. End User shall not be permitted to use a domain name or apply for a domain name which is identical to or which is confusingly alike any object, which is the subject of any intellectual or industrial property right, which belongs to YourWOO World Wide.

**5.6** The End User may not remove or change any copyright references, trademarks or references to confidentiality in the YourWOO World Wide Service.

#### **Article 6 Confidential information**

**6.1** Both parties shall treat as proprietary all non-public information received directly or indirectly, in tangible or intangible form, concerning or received by the other party to which the receiving party knows or should know that disclosure may harm the interests of the other Party, including, without limitation, documentation; marked confidential (hereinafter referred to as "**Confidential Information**"). Confidential Information shall include Data.

**6.2** All Confidential Information and all patent, copyright, trade secrets, trademark and other intellectual property rights therein disclosed or transferred by either party to the other shall remain the property of the disclosing party. Moreover, parties shall not duplicate any Confidential Information received from the other party. In addition, both parties shall not disclose any Confidential Information to any party that is not specifically authorized to receive it and who has not agreed to the same obligations specified in these T&C's.

**6.3** Both parties further agree that they will disclose the Confidential Information only on a need-to-know basis to its employees and under the same obligations as set forth herein with respect to such Confidential Information.

**6.4** The parties agree that information disclosed by the parties pursuant to these T&C's which otherwise would be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written record that that information:

- (i) is or has become a part of the public domain without violation of these T&C's or other wrongful act of the receiving Party;
- (ii) is known and on record at the receiving party prior to disclosure by the disclosing Party;
- (iii) is lawfully obtained by the receiving party from a third party who is bound by similar confidentiality obligations;
- (iv) is developed by the receiving party completely independently of any such disclosure by the disclosing party;

- (v) If legally required, is disclosed pursuant to administrative or judicial action provided that the receiving party shall use reasonable efforts to maintain the confidentiality of the Confidential Information, e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the disclosing Party thereof and give the disclosing party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under any of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of these T&C's.

**6.5** In protecting Confidential Information, both parties will take all necessary precautions and Confidential Information will be treated in the same manner and with the same degree of care as each party applies with respect to its own Confidential Information.

#### **Article 7 Representations and Warranties, Data Protection, Data Security, Disclaimer**

**7.1** Each party shall be responsible for the use and application in its organization of its equipment as well as for the system of controls and the security procedures used, and each party shall apply adequate system management.

**7.2** The End User represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Data as may be necessary to permit the use contemplated under these T&C's.

**7.3** During its use of the YourWOO World Wide Service, the End User shall be responsible for each and every Database. To the extent the End User is not deemed to be the manufacturer of the Database by operation of law, these T&C's transfers in full all sui generis database rights to the End User in accordance with the applicable database laws in the jurisdiction of YourWOO World Wide.

**7.4** By providing the YourWOO World Wide Service, YourWOO World Wide shall process personal data for the End User. Since the End User determines the purpose and means for processing the personal data, it is deemed the responsible party in accordance with the applicable personal data protection laws in the jurisdiction of YourWOO World Wide. YourWOO World Wide merely processes the personal data for the End User, unless otherwise agreed upon in the YourWOO World Wide Processor Agreement, and it is therefore considered a processor acting under instructions issued by End User in accordance with these applicable personal data protection laws. The End User represents and warrants that all personal data will be processed in accordance with applicable legislation. Parties agree that these T&C's also qualifies as a processor T&C's in the sense of these applicable laws.

**7.5** The End User represents and warrants that the Database(s) will be created in accordance with all applicable laws. In addition, the End User represents and warrants that the use of any email addresses and/ or personal data in the Database(s) complies with all applicable laws and regulations.

**7.6** YourWOO World Wide represents and warrants that: (i) it owns all rights, titles and interests, or possesses sufficient license rights, in and to the YourWOO World Wide Service and the YourWOO World Wide Software as may be necessary to permit the use as contemplated under these T&C's, and (ii) it has and will comply with all applicable laws, rules and regulations in its jurisdiction.

**7.7** YourWOO World Wide represents and warrants that the YourWOO World Wide Service and YourWOO World Wide Software will be provided in a professional and workmanlike manner.

**7.8** YourWOO World Wide represents and warrants at all times to take appropriate technical and organizational safety measures in accordance with good business practice to ensure that there is no unauthorized access to, or use of, the Data or Databases.

**7.9** YourWOO World Wide warrants that it shall process the Personal Data properly, with due care and in accordance with the GDPR and other applicable legislation and regulations relating to the processing of Personal Data.

#### **Disclaimer**

**Except as provided in these T&C's, use of the YourWOO World Wide Service and YourWOO World Wide Software and any reliance by the End User upon the results is at End User's sole risk. Except as provided in these T&C's, results are provided without any other warranty of any kind. Except as provided in these T&C's, YourWOO World Wide makes no warranty (I) that the YourWOO World Wide Service or YourWOO World Wide Software will meet End User's requirements or be uninterrupted, error-free or bug-free, (II) regarding the security, reliability, timeliness, or performance of the YourWOO World Wide Service or Server, and (III) that any errors in the YourWOO World Wide Service will be corrected. Except as specifically provided in these T&C's, to the fullest extent permitted by law, each party hereby disclaims (for itself and its licensors and suppliers) all other warranties, whether express or implied, oral or written, including without limitation, all implied warranties of non-infringement, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing or course of performance.**

#### **Article 8 Third party claims, indemnification**

**8.1** In the event of any claim by any third party (including any governmental authority) that the YourWOO World Wide Service or YourWOO World Wide Software or the use thereof infringes, misappropriates, breaches or violates any copyright, patent, trade secret or other intellectual property right, YourWOO World Wide shall, at its sole discretion, (i) replace or modify the YourWOO World Wide Service or the YourWOO World Wide Software to be non-infringing; (ii) obtain for End User a license to continue using the YourWOO World Wide Service or YourWOO World Wide Software or (iii) terminate these T&C's with respect to the part of the YourWOO World Wide Service or YourWOO World Wide Software that is infringing, without End User being entitled to any compensation or damages.

**8.2** The End User shall indemnify YourWOO World Wide against any and all damages and costs (including reasonable attorney fees) in connection with any claims by third parties regarding the use of the YourWOO World Wide Service and/or YourWOO World Wide Software by the End User, including, but not limited to, claims regarding the storing, processing and/or transmitting of the Data.

#### **Article 9 Limitation of Liability**

**9.1** In no event shall either party (or its licensors or suppliers) be liable to the other party (or to any third party claiming under or through such party) concerning the subject matter of these T&C's, regardless of the form of any claim or action (whether in contract, negligence strict liability or otherwise), for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits and goodwill.

**9.2** If YourWOO World Wide is liable for damage to persons or property for a breach as stated in Article 10.1, the aggregate liability will be limited to the amount paid out in that specific case under YourWOO World Wide's commercial general liability insurance (AVB), increased by the applicable deductible.

**9.3** If for any reason none of these insurance policies entitle YourWOO World Wide to any payment, YourWOO World Wide's liability will be limited to the professional fees ex VAT which have been invoiced in this specific case, with a maximum of € 50,000.

**9.4** The liability limitations in the YourWOO World Wide Processor Agreement Article 10.1 up to and including Article 10.3 do not affect YourWOO World Wide's liability on the grounds of provisions of mandatory rules of law. The liability limitations of YourWOO World Wide Processor Agreement Article 10.1 up to and including Article 10.3 do not apply if and to the extent there is intent or wilful recklessness on the part of YourWOO World Wide and/or the

supervisory employees on YourWOO World Wide's management staff.

**9.5** With prejudice to the provisions of article 6:89 of the Dutch Civil Code, all claims and other entitlements against YourWOO World Wide, by virtue of whatever reason, shall lapse if they have not been submitted in writing and with supporting arguments to YourWOO World Wide within one year after the moment that the person involved knew, or could in reason have known, the facts on which he bases his rights and entitlements.

#### **Article 10 Duration and termination**

**10.1** These T&C's shall be entered into on the date hereof and continue to be in effect for a period of twelve (12) months, after which the T&C's shall automatically extended by a period of twelve (12) months, unless these T&C's determines otherwise. The T&C's may be terminated on each anniversary date upon a prior written notice of three months.

**10.2** These T&C's may be terminated earlier by either party (a) if the other party materially breaches a provision of these T&C's and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes judicially declared insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

**10.3** If these T&C's is terminated for whatever reason, all rights granted to the End User under these T&C's automatically end. Upon termination YourWOO World Wide will immediately block access to the YourWOO World Wide Service and the YourWOO World Wide Software. Upon termination of these T&C's, for whatever reason, during a period of three months End User may retrieve its Data and Databases only if any charges for any post-termination use of the YourWOO World Wide Service and/or Software and all other amounts due are paid. YourWOO World Wide is entitled to charge the End User for any post-termination assistance at its then current hourly rate. After the three month period stated above, YourWOO World Wide is entitled to destroy the Data.

**10.4** Upon any expiration or termination of these T&C's, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the date of termination (including without limitation, all payment obligations) and all remedies for breach of these T&C's shall survive, and (b) the provisions regarding Fee, Confidentiality, Proprietary Rights, Warranties and Disclaimers, Indemnification, Limitation of Liability and Miscellaneous shall survive.

#### **Article 11 Miscellaneous**

##### **11.1 T&C's**

These T&C's, including all Schedules and Exhibits, supersedes any and all other T&C's, oral or written, between the parties hereto with respect to the subject matter hereof, and contains the entire T&C's between such parties with respect to the transaction contemplated hereunder. The considerations stated in Article 1 form an integral part of these T&C's.

##### **11.2**

Nothing in these T&C's reduces End User's obligations under the YourWOO World Wide Processor Agreement in relation to the protection of Personal Data or permits End User to process (or permit the processing of) Personal Data in a manner which is prohibited by the YourWOO World Wide Processor Agreement. In the event of any conflict or inconsistency between these T&C's and YourWOO World Wide Processor Agreement, the provisions of the YourWOO World Wide Processor Agreement prevail.

##### **11.2 Amendments**

These T&C's shall not be modified or amended except by an

instrument in writing executed by the parties hereto.

### **11.3 Notices**

All notices, requests, demands and other communications to be delivered hereunder shall be in writing and shall be delivered by hand, email, telecopy or mailed, by registered or certified mail, postage prepaid, at or to the addresses specified herein, or to such other address or to such other person as either party shall have last designated by written notice to the other party. Notices, etc., so delivered shall be deemed given upon receipt when given by e-mail or telecopy or ten days after posting in the mail.

### **11.4 Waiver**

- (a) Any waiver of a provision of these T&C's must be in writing signed by the party waiving its rights.
- (b) No failure of a Party to take any action in the event of breach of any of the provisions of these T&C's or in the event of any of the representations and warranties herein not being realized shall be considered to constitute a waiver by other Party.
- (c) To the maximum extent permitted by law, the parties hereto waive any and all provisions of applicable law to the end that these T&C's shall be enforceable in accordance with its terms.

### **11.5 Severability. Waiver**

If any term or provision of these T&C's or any application thereof shall be invalid or unenforceable, the remainder of these T&C's and any other application of such term or provision shall not be affected thereby.

### **11.6 No Third Party Beneficiary**

These T&C's is for the benefit of, and may be enforced only by, the parties and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

### **11.7 Assignment**

These T&C's may not be assigned by any party thereto without the express written consent of the other party and, in the absence of such consent, any attempt to assignment shall be null and void.

### **11.8 Independent Contractors**

The parties shall be independent contractors under these T&C's and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venture partner or partners for any other purpose.

### **11.9 Force Majeure**

Neither party shall be liable to the other for a failure or delay in its performance of any of its obligations under these T&C's to the extent that such failure or delay is (i) caused by events such as fire, riot, flood, labor disputes, natural disaster, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control and (ii) and could not have been prevented by the non-performing party's reasonable precautions (including without limitation, such party's backup, redundancy or disaster recovery procedures), provided that the non-performing party gives notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible, and provided further, that The End User may terminate these T&C's upon delivery of written notice to YourWOO World Wide if such condition continues for a period in excess of ten days.

### **11.10 Publicity**

Subject to section 3.7 neither Party may publicly disclose any of the terms of these T&C's, or issue any press release regarding the subject matter of these T&C's, without the express prior written consent of the other party (except consent will not be required for disclosures required by law or to comply with any state or federal reporting requirement).

## **Article 12 Applicable law and Forum**

**12.1** These T&C's shall be governed by, and construed and enforced in accordance with the laws of The Netherlands. The UN Convention on Contracts for the International Sale of Goods ('CISG') does not apply.

**12.2** Any disputes arising out of or connected with the T&C's shall be submitted exclusively to the competent court in Amsterdam, The Netherlands.