

EZC GROUP S.A.

YobiDrive Terms and Conditions of Use Agreement, last updated November 18th, 2012

THIS TERMS AND CONDITIONS OF USE AGREEMENT ("AGREEMENT") GOVERNS USAGE OF OUR SERVICES. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. BY CLICKING TO ACKNOWLEDGE THE REVIEW OF AN ELECTRONIC VERSION OF THIS AGREEMENT, OR DOWNLOADING, COPYING, INSTALLING OR USING ANY DOWNLOADABLE SOFTWARE LINKED TO THE YOBIDRIVE SERVICES, OR PLACING A PURCHASE ORDER REFERRING TO THE YOBIDRIVE SERVICES, OR USING ANY OF THE YOBIDRIVE SERVICES, YOU ACCEPT ALL THE TERMS OF USE OF THIS AGREEMENT AND FUTURE VERSIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. YOU ARE RESPONSIBLE TO VISIT THIS PAGE TO CHECK FOR NEW VERSIONS OF THIS AGREEMENT.

You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not access the Services if You are Our competitor in any way, except with our prior written consent.

YOUR RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH EZC GROUP S.A. THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

Agreed terms:

1. Definitions, rules of interpretation, applicable clauses

1.1 The definitions and rules of interpretation in this clause 1 apply throughout this agreement.

1.2 Any phrase introduced by the words including, includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words.

1.3 Writing or written includes faxes but not e-mail.

1.4 Definitions

Affiliate: any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Applicable Law: the laws of Luxembourg.

Background IPR: any and all IPRs that are owned by or licensed to either party and which are or have been developed independently of this agreement.

Computer means one or more central processing units ("CPU") in a hardware device, including hardware devices accessed by multiple users through a network ("Server") that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

Consents: all permissions, consents, approvals, certificates, permits, licenses, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services.

Customer: the entity purchasing services from EZC, or obtaining a registered access to the service or a Drive by any means. IF YOU ARE ENTERING INTO THIS AGREEMENT AS THE ENTITY PURCHASING SERVICES OR REQUESTING A FREE TRIAL ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

Documentation: all technical specifications, user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

Drive: the virtual drive provided to the customer and named "drive" or "eSafe" or their translation in other languages, and where your data are stored.

Drive owner: the customer for whom the drive has initially been created, or the whom the drive ownership has been transferred.

Drive ownership: the quality of being owner of a drive

EZC, or "EZC GROUP", or "EZC GROUP S.A.," or "WE", or "US", or "OUR": EZC GROUP S.A., 1 rue de l'Industrie L-3850 FOETZ Luxembourg, Société Anonyme au capital de 31500€, registered in Luxembourg under N° B140949.

Free Trial: a drive ownership granted without having to pay the list price for it.

Force Majeure Event: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Parties.

IPRs: any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

Malicious Code: means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Month: A calendar month and Monthly shall be interpreted accordingly.

Order Form: the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

Purchased services: services purchased to EZC by you and actually paid.

Registered user: a user who has registered online to the YobiDrive service.

Services, service, YobiDrive service: the services delivered to YOU by EZC in the framework of the YobiDrive application: the Y3 cloud storage services, the YobiDrive Web site, and the services provided by the YobiDrive application, whether ordered by You under a free trial, an inline purchase, a voucher or by any other means.

Software or "Software" or "Licensed software": software made available by EZC in the framework of the services, such as downloadable software.

Subscription: a payment plan (a monthly fixed price plus eventually pay per use), also named subscription, for gaining access to a drive.

Third Party Software: software which is proprietary to any third party and that is either licensed to you or is used by the Licensor.

Use (with respect to each of the following IPRs):

(a)the right to copy, adapt, publish, distribute and otherwise use the Documentation.

(b)the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) the Third Party Software [and the Licensor's Background IPRs];

(c)the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate and otherwise utilize the Licensor's Software.

User: the individual or entity who is using the Services, including ways that does not require authentication, but not limited to.

You: the user accepting this Agreement.

2. Commencement and duration:

2.1 This agreement shall take effect on the first event of: electronic acknowledgment of this agreement by you, login to any of the services, access to any web pages of the services, or download of any licensed software, and shall continue until (a) you permanently stop using the service

2.2. Termination

2.2.1 EZC may terminate this agreement without notice in the event that the you fail to pay an undisputed sum due to EZC under this agreement which, either singly or in aggregate, exceeds the charges due and payable in the previous month and such failure continues for 60 days from first occurrence.

2.2.2 In the event that EZC is required to discontinue offering the Service, or chooses to discontinue the Service, Customers with valid drive subscriptions will be informed so that Users will coordinate with the Customer to facilitate downloading of any needed documents and information prior to the discontinuation of the Service. Other than this notification, User acknowledges and agrees that EZC has no obligation to User under any circumstances, including but not limited to, migration or assistance to User in migration of files from the Service.

2.2.3 EZC can terminate this agreement at any time in case of Your use of the Services in breach of this Agreement,

3. IPRs

3.1 Subject to clause 3:

YOU shall not acquire any right, title or interest in or to the IPRs of the Licensor or its licensors, including:

(i) any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by the Licensor;

(ii) the IPRs relating to the Licensor's Software products provided to YOU which will remain the exclusive property of the Licensor except to the extent that such items are a derivative of YOUR property;

(iii) the IPRs relating to the Third Party Software; and

3.2 Where either party acquires, by operation of law, title to IPRs of the other referred to in clause

3.1, and this acquisition is inconsistent with the allocation of title set out in that clause 3.1, such IPRs shall be assigned by it to the other party on the request of the other party, whenever that request is made.

3.3. Your Data. Subject to the limited rights granted to YOU hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein, but the customer responsible for the drive where your data resides might acquire such rights and this has to be managed by an agreement between you and this customer. EZC makes no information of such agreement and it's the user responsibility to contact the customer and request an agreement.

3.4. License on suggestions and feedback. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by customers or users, relating to the operation of the Services or to licensed software.

4. Subscriptions and license to use the service

4.1 License to use the service. EZC hereby grants to use, or shall procure the direct grant to the customer of, a non-exclusive, royalty-free, non-transferable (without the right to sublicense) license to Use the services and licensed software or other Third Party rights in Services developed under this Agreement. License to use the service doesn't give access to any drive.

4.2 Licensed materials Purpose. The license granted in clause 4.5 is granted solely to the extent necessary for performing the Services in accordance with this agreement. You shall not use the licensed materials such as downloadable software or documentation for any other purpose.

4.3 License termination for downloadable software. In the event of the termination or expiry of this agreement, the licenses referred to in clause 4.1 and any license granted in accordance shall terminate automatically.

4.4 Services provided to YOU by EZC, and limitations of those services, are governed by the customer subscription for getting and maintaining ownership of the drives you use.

4.5 Subscriptions, also called memberships, are payed via online payments or by vouchers. EZC reserves the right to stop the service if online payments are rejected or if vouchers payment are rejected, with no limit of time after the payment. This is your responsibility to check that you pay online with a valid credit card with sufficient credit, and that you voucher payments are not rejected, no matter from which distributor those vouchers have been purchased.

4.6 Upon activation of the membership required by your drives as stated on 4.4, you are granted a license to create and use drives and grant access to other users (if included in the subscription). You are responsible for granting and revoking users access to the drives (within the limits of his

subscription) you own. Depending on the membership, you are entitled to create a given number of drives, with a given number of readers, writers and managers, a given number of strongroom guests (also called strongroom invitations) for a given number of disk space and a monthly amount of priority bandwidth.

4.7 We will block access to any drive with no valid subscription, or with invalid payments.

4.8 We may delete without notice, including all enclosed data, any drive owned by a you when you have no valid subscription for more than 30 days, or with invalid payments for more than 30 days.

5. Restrictions on licensed software :

5.1 YOU may not distribute, sell, sublicense, rent, loan, or lease the services and licensed software to any third party.

5.2 Any copy of the Documentation that YOU make must contain the same copyright and other proprietary notices that appear on or in the Documentation.

5.3 No Modifications No Reverse Engineering. YOU shall not modify port, adapt or translate the Software. YOU shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the licensed Software.

5.4 Notwithstanding the foregoing, decompiling the licensed Software is permitted to the extent the laws of YOUR jurisdiction give YOU the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, YOU must first request such information from EZC and EZC may, in its discretion, either provide such information to YOU or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that EZC's proprietary rights in the source code for the Software are protected.

5.5 No Unbundling. The licensed software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to YOU on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to YOU as a single product to be used as a single product on computers and platforms as permitted herein.

5.6 YOU are not required to use all component parts of the Software, but YOU shall not unbundle the component parts of the Software for use on different Computers. YOU shall not unbundle or repackage the Software for any purpose.

5.7 No Transfer. YOU shall not sublicense, assign or transfer the licensed Software or YOUR rights in the licensed Software, or authorize any portion of the licensed Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement.

6 FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Subscriptions Fees. You shall pay Subscriptions Fees for all ordered subscriptions. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non- cancelable and fees paid are non-refundable. Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary, with the possibility to purchase multiple months at the same time.

6.2. Invoicing and Payment. You will provide Us with valid credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for the amounts listed in the Order Form and any automatic renewal if stated. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You and the drive account balance will be credited upon receipt of all sums due. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

6.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6.7. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of clause 6.2 (Invoicing and Payment).

7. Disclaimer

7.1 YOU agree that the warranties or EZC responsibilities set out in this Agreement are in lieu of and exclude all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality of fitness for any particular purpose of the Services to the fullest extent permitted by law.

7.2 DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EZC PROVIDES THE SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY EZC AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR EZC OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, EZC, AND ITS SUPPLIERS PROVIDE THE SERVICE AND LICENSED SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE . IN PARTICULAR, EZC DOES NOT GUARANTEE UNINTERRUPTED, SECURE OR ERROR-FREE OPERATION OF EZC'S SERVERS FOR THE YOBIDRIVE.COM SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY. IN NO EVENT SHALL EZC BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, INTANGIBLE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR BREACH OF CONTRACT OR WARRANTY OR FOR NEGLIGENCE OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF EZC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND THAT NOTHING IN THIS TERMS OF USE AGREEMENT CREATES FOR EZC AN OBLIGATION TO OR RIGHT ON BEHALF OF A THIRD PARTY, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY THIRD PARTY CLAIMS ARISING FROM YOUR USE OF THE SERVICE. USE OF THE SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE RECEIVED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR OR YOUR USERS COMPUTER SYSTEMS, AND/OR FOR ANY LOSS OF DATA RESULTING FROM USE OF THE SERVICE. NO INFORMATION OBTAINED FROM EZC OR THROUGH THE SERVICE, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. The provisions of clause 7.2 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this Agreement

8.YOUR responsibilities

8.1 Responsibilities of the user: (a) In consideration of User's use of the Service, User agrees to provide true, accurate, current and complete registration information, including correcting information about User submitted as part of an invitation sent by another User, and to maintain and promptly update such information to keep it true, accurate, current and complete. User certifies that User is at least 18 years of age. Users' registration information and personally identifiable data are subject to the latest EZC Privacy Policy found on the www.yobidrive.com web site.

(b) User's Account is to be used solely by the person for whom it was created. Use of an Account by more than one person violates this Terms of Use Agreement and remedies set forth in this Agreement with the customer shall apply. The only exception is use of an Account under the Service Agreement with the customer for the sole purpose of administration of User Accounts registered thereunder. Each User is responsible for maintaining the confidentiality of his or her password and Account. User agrees to notify Us of any unauthorized use of his/her Account or any breach of security. EZC will not be liable for any loss that a User may incur, or may create, as a result of someone else's usage of his or her password or Account or eSafe private key, either with or without User's knowledge or assent. User may not use any other User's Account at any time for any reason. Any access by User to another's Account, or directly or indirectly permitting another to access User's Account, by means of impersonation or otherwise will result in the application of remedies described in this agreement

(c) A User is solely responsible for the content of his/her files, and the Service acts only as a medium for Users' online creation, organization, editing and distribution of documents and information. To the best of the User's knowledge, User agrees not to knowingly use the Service for any purpose that is unlawful or prohibited and not to knowingly use the Service in any manner which could damage, disable, overburden, or impair the Service or network(s), communications equipment or computer(s) connected to the Service, or interfere with any other party's use of the Service, including the distribution of unsolicited bulk messages of any nature. User shall not knowingly attempt to gain unauthorized access to the Service, other Accounts, computer systems or networks connected to the Service, through hacking, password mining or any other means, nor shall User knowingly commit an act or omission that facilitates such activity by another person. User agrees not to knowingly disable or bypass any functionality of the Service. User will not knowingly, nor shall User commit an act or omission that knowingly assists another person's effort to harvest or otherwise collect information about others, including but not limited to User e-mail addresses for spamming or other purposes.

(d) A user is solely responsible for his YobiDrive keys, and for printing a backup key immediately after installing the first YobiDrive key, whether it is an electronic key or any other kind of key. The backup key should be stored in a real safe as it is the only way to get access to your data in case of key loss or failure. You agree that electronic keys can fail because of, but not limited to, synchronization issues, phone operating system upgrade, electronic failures, bugs.

8.2 Usage Limitations. Services may be subject to limitations, such as, for example, limits on disk storage space or bandwidth. Any such limitations can be specified in the service descriptions available on EZC's Web site, or in this agreement.

9. Security and Data Privacy.

9.1 Reference: by subscribing to any membership giving you a drive ownership, and as the responsible for the data contained in those drives, you agree that you must enter true and valid information identifying your company or business, independantely from the method used to activate the membership (online payment, paid voucher, free voucher).

9.2 Reference: by subscribing to any membership giving you a drive ownership, via direct payment, paid voucher or free voucher, you allow us to use your company name and logo as a reference for the next 12 months after the end of the subscription, in any maketing materials included the web site reference page.

9.3 Data Privacy: See our privacy policy available on www.yobidrive.com

9.4 YobiDrive Security. Without limiting Section your obligations under Section 8.1, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

10. Limitations of liability

10.1 IN NO EVENT WILL EZC OR ITS SUPPLIERS BE LIABLE TO YOU AS A USER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN EZC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW AND JURISDICTION AS SET FORTH IN CLAUSE 14. EZC PROVIDES THE SERVICE TO THE CUSTOMER WHO IS SOLELY RESPONSIBLE OF GIVING ACCESS TO USERS WHO ARE NOT EMPLOYEES OF THE CUSTOMER. EZC'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO (THE AMOUNT PAID FOR THE ACTIVE MONTHLY SUBSCRIPTION THE EVENT SUBJECT OF THE CLAIM MULTIPLIED BY THREE) AND STRICTLY RELATED TO THE EVENT SUBJECT OF CLAIM, IF ANY, AND THIS LIABILITY IS LIMITED TO THE CUSTOMER. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME COUNTRIES.

10.2 The customer expressly agree that if any limitation or provision contained or expressly referred to in this clause 10 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted. If EZC becomes liable for loss or damage which would otherwise have

been excluded, that liability shall be subject to the other limitations and provisions set out in this agreement.

11. Severance

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of this agreement that is fundamental to the accomplishment of the purpose of this agreement is held to any extent to be invalid, EZC and the customer shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

12. A change in the legal status of a party, EZC, Customer or User, shall not affect the validity of this agreement and this agreement shall be binding on any successor body to the party.

13. Entire agreement

13.1 This agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

13.2 You acknowledge and agrees that, in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this agreement. The only remedy available to you in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this agreement.

13.3 Nothing in this clause 13 shall operate to exclude any liability for fraud.

14. Governing law and jurisdiction

This agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Luxembourg Laws and submitted to the exclusive jurisdiction of the Luxembourg courts.