

YobiDrive Flows Terms and Conditions of Use Agreement, last updated March 24th, 2013

EZC Group S.A., Luxembourg public limited company registered in the Luxembourg Trade and Companies Register under number B140949, whose headquarters address is 1, rue de l'Industrie 3895 Foetz Luxembourg (hereinafter: "EZC"), provides for its users the YobiDrive Flows File Transfer services and downloadable applications.

THIS TERMS AND SERVICE AGREEMENT (hereinafter: "AGREEMENT") GOVERNS USAGE OF THE YOBIDRIVE FLOWS SERVICES AND DOWNLOADABLE APPLICATIONS (hereinafter: "THE SERVICE") . YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN 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 SERVICE, OR PLACING A PURCHASE ORDER REFERRING TO THE SERVICE, OR USING THE SERVICE, YOU ACCEPT ALL THE TERMS OF USE 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 SERVICE.

You may not access THE SERVICE for purposes of monitoring 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 OF SERVICE IN A SEPARATE WRITTEN AGREEMENT WITH EZC GROUP S.A. THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT. If there is any contradiction between the terms of the Separate Agreement and these Terms of Service, then the terms of the Separate Agreement shall take precedence over the contradictory terms in those Terms of Service with respect to the subject matter of such Separate Agreement.

1. GENERAL / SERVICE DESCRIPTION

THE SERVICE consists of a main web site (<https://flows.yobidrive.com>), Web services and downloadable applications, which YOU may use for transferring files and messages to other users via a permanent channel called a flow. Each flow is a uniquely named storage space that keeps files grouped in events, sorted by event

date (latest first). THE SERVICE allows upload of files and/or one message, grouped in one event, and displays or makes available for download via Web services full events and contained files and messages to the other users based on the unique identifier of the flow. Flows have a unique identifier chosen by the user. EZC does not open and view the content of the flows of its users. The flows are not catalogued or listed in a table of contents by EZC. Only you, the owner of the flow, control whether others may access the flow, by providing them the flow identifier. EZC does not provide a search function with which YobiDrive Flows can be searched. Files and messages contained in a flow are private to a community of users based on the knowledge of the flow id and optionally the flow access key. Unless otherwise specified, events are deleted from a flow 14 days after upload. Flows that contains no events anymore for more than 60 days are deleted. Individual events might be limited to 2GB in size, and individual files contained in events might be limited to 2GB in size. THE SERVICE is provided free of charge in some regions of the world, with no warranty that it will be available anywhere.

2. USAGE MODES

THE SERVICE has 3 usage modes, bonding you to different responsibilities:

- a) Flow manager, where you create a new flow of information, identified by a flow identifier.
- b) Flow writer, where you upload messages and files to a flow created by yourself or somebody else which has given you a write privilege by any means such as having given you the write key of the flow.
- c) Flow reader, where you browse the flow contents and might download files contained in the flows' events.

The Flow manager is the user that creates the flow, or any user that gets the flow manager access key and accepts flow manager responsibility by accessing the flow with this key.

3. RESPONSIBILITIES AS A FLOW READER

When acting as a flow reader, YOU guarantee that you will not provide the flow identifier and optional read keys or any other credentials giving access to the flow to anybody without the consent of the flow manager.

4. RESPONSIBILITIES AS A FLOW WRITER

UPLOAD RULES: YOU guarantee not to upload to THE SERVICE, via the Web interface or via any other means such as, but not limited to, APIs, connectors to local drives or network drives, connectors to third party storage services, any file or text message that infringes on any applicable laws and/or regulations, or that infringes on any third party (intellectual property) rights, or which may harm computer systems in any way or provoke unwanted behavior, such as, but not limited to, viruses, worms, trojans, malware, adware.

5. RESPONSIBILITIES AS A FLOW MANAGER

UPLOAD RULES: YOU guarantee not to upload to THE SERVICE, via the Web interface or via any other means such as, but not limited to, APIs, connectors to local drives or network drives, connectors to third party storage services, any file or text message that infringes on any applicable laws and/or regulations, or that infringes on any third party (intellectual property) rights, or which may harm computer systems in

any way or provoke unwanted behavior, such as, but not limited to, viruses, worms, trojans, malware, adware. You guarantee to check that all content uploaded to the flow follows the UPLOAD RULES as stated in this article. YOU understand that you are as the flow manager responsible (or co-responsible, in case of multiple flow managers) of the contents uploaded to the flow and that you could be held liable for the dissemination of files located in the flow whose contents are illegal or protected by copyright.

6. BREACH OF THIS AGREEMENT

UPLOAD RULES (as stated in clause 4 and 5) infringements have to be reported at infringements@ezcgroup.net with all the details of the claim. EZC is entitled to delete flows and/or user accounts (including their full content) that contain materials that breach the UPLOAD RULES as stated in clause 4 and 5. YOU indemnify EZC against all claims by third parties on any ground whatsoever with regard to compensation for losses, costs or interests in connection with or resulting from your use of THE SERVICE and/or a violation of this AGREEMENT and/or any other rights of third parties.

7. INTELLECTUAL PROPERTY RELATED TO THE SERVICE AND RIGHTS TO USE THE SERVICE

THE SERVICE, including Web site elements, and downloadable software (hereinafter: "THE SOFTWARE"), is protected by intellectual property laws. All rights related to THE SERVICE, such as, but not limited to, rights on software, contents, artwork is and will remain the exclusive property of EZC Group S.A. and its licensors. EZC hereby grants YOU a non-exclusive, non-transferable (without the right to sublicense), limited right to use THE SERVICE according to the terms of this AGREEMENT and excluding any means not complying with this AGREEMENT. YOU shall not modify port, adapt or translate any software or content part of THE SERVICE. YOU shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of THE SOFTWARE. Notwithstanding the foregoing, decompiling THE 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.

8. SERVICE LEVEL AGREEMENT

THE SERVICE is provided according to laws and regulations applicable in Luxembourg at the date of usage of THE SERVICE. EZC takes no responsibility for changes in laws or regulations occurring after the date of usage of the service.

THE SERVICE is provided with no service level agreement. You understand and agree that EZC has no obligations to provide THE SERVICE at all times. You understand that THE SERVICE also depends on external factors such as Internet connection and that connectivity to the service is at your own expense. Being a limited file transfer service, this is YOUR responsibility to check that the files have properly been transferred. EZC might reduce availability for any reasons such as, but

not limited to, new releases or security interventions, and might do it at any time, including a permanent take-down of THE SERVICE. EZC will inform users by a message on the web site of planned downtimes that are known before starting to last longer than 3 hours.

9. BACK-UP AND SECURITY

YOU are responsible for backing up on your computer or on another mass storage device all the files and messages that you upload to THE SERVICE, which is a transfer service and is NOT a storage service. EZC implements reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, but EZC provides no guarantee or warranty that flows will be at all times protected against accidental damage, corruption or loss of events or individual files or messages.

THE SERVICE is organized in flows identified by a unique identifier, and protected with an optional key. Identifier and key are part of the URL (internet address, such as <https://flows.yobidrive.com/flow#MyUniqueFlowID?key=3jgx8a17g8>) that access the flow: it is YOUR responsibility to protect this URL from disclosure to unwanted third parties, as this URL gives access to the flow. YOU understand and agree that keeping this URL secret is the ONLY protection against unauthorized access.

YOU guarantee that you won't try to guess other flows identifiers nor keys, or try to hack THE SERVICE in any way, nor try to provoke a denial of service.

10. LIMITATION OF LIABILITY

10.1 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 THE 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 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 9.1 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use THE SERVICE after termination of this Agreement. YOU expressly agree that if any limitation or provision contained or expressly referred to in this clause 10.1 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.

10.2 YOU agree that the only action that you can take if you think that you have suffered damage is to discontinue the use of THE SERVICE.

10.3 Shall EZC be liable for damage under applicable law, EZC's total aggregate liability to you for any and all claims arising out of or in connection with the use of THE SERVICE will in no event exceed one hundred euro (€100) per incident.

10.4 Nothing in this clause 10 shall operate to exclude any liability for fraud or gross fault.

11. DATA PRIVACY

11.1. PERSONAL IDENTIFICATION DATA

According to the Luxembourg law of August 2th, 2002 on the protection of persons in respect of the processing of personal data, YOU authorize EZC to collect and record personal data as stated in this agreement. Except specific request by YOU, those data might be used by EZC for marketing purposes, as long as not communicated to third parties. The responsible of personal data processing is EZC. YOU have the right to access and change those data by writting to the responsible of personal data processing. YOU may request not to receive marketing emails or post-mails from EZC by writting us to unsubscribe@ezcgroup.net . Personal data is kept for a duration extended to legal requirements. Registration is optional and allows you to access extended features. If you do register, personal data collected might include identification data such as, but not limited to, name, email, postal address, company identification, VAT number, country.

Except as required by legislation, EZC does not transfer non anonymized personal

data to third parties except for the sole requirements of delivering the functionality of THE SERVICE, such as parties to which subcontracts tasks for the purpose of delivering THE SERVICE.

11.2 NAVIGATION DATA

Usage and visits (hereinafter: "Navigation Data") of THE SERVICE are automatically recorded. Navigation Data might include the filename and file size of all files uploaded to the flows, the IP (Internet Protocol) address of your computer, the browser and operating system, data and time, http referer (page from where you were coming prior to access THE SERVICE), the time spent on THE SERVICE's pages, the email addresses as collected for the purpose of rendering THE SERVICE, and other navigatio statistics, by means of server side recording or by cookies. Navigation Data shall only be processed for the purposes of optimizing THE SERVICE and provide anonymized statistics to advertisers.

11.3 COOKIES

For the purpose of tracking navigation and delivering the functionality of the service, EZC might use cookies. Cookies are small files recorded on your computer for the purpose of recording information that persist during your session ("session cookies") or persist between user sessions ("cookies"). When possible we use other means than cookies to provide the functionality of THE SERVICE, but it is not guaranteed that THE SERVICE will be fully functional if cookies are disabled. Session cookies are deleted when closing your browser.

Third party advertisers and web analytics companies might also use cookies to record navigation data for marketing purposes such as displaying the most relevants ads on THE SERVICE's web site. EZC does not control those third party cookies. EZC does not guarantee that THE SERVICE will continue to be rendered with its full functionality if you disable cookies in your browser, except for the premium subscriptions where ads are removed.

12. 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.

13. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding between YOU eand EZC 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.

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.