

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 Web applications, cloud APIs and downloadable applications, (hereinafter "The service") to its users, directly and indirectly through marketplaces.

THIS WebGATE specific conditions AGREEMENT (also name "YobiDrive specific conditions", hereinafter: "AGREEMENT") GOVERNS USAGE OF THE SERVICES:

## YOBIDRIVE WebGATES

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.

## Definitions

- **Service** refers to the Solution provided to User, made from Web Applications, APIs and downloadable software.
- **Client, User, YOU** means any natural or legal person, company, corporation or any other entity benefiting directly or indirectly from the Service. For the avoidance of doubt, benefiting includes but is not limited to ordering, accessing and using the Service.
- **User Data or User Content:** means any form of content such as video, text files, databases, digital images, audio files and any other form of media stored on or transiting via the Service.

## A. Legal compliance

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You represent and warrant that (i) you are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## B. No backups, no replicas

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The WebGATES service transports your files from and to your partners via the YobiDrive cloud by means of agents (also called WebGATE apps) installed on your computers. Your data is not permanently stored on our servers. Neither replica nor backup of data is done by the WebGATE service, as the purpose of the service is only transport.

## C. Data management policy amendments

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### Storage Location

Logs and User information for the management of the WebGATE service is located in European datacenters. Location might change at any time without notice. Your data files aren't stored at this location permanently but can be temporarily stored in encrypted form for performance purposes. You may get information on the datacenters used by writing us at [info@ezcgroup.net](mailto:info@ezcgroup.net)

### Data management policy for paid services and free services

WebGATES provides neither data retention nor portability as the data is served from the user's computers where the WebGATE agent resides.

## D. Specific responsibilities of the user

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### User content provided via the shared folders

User is solely responsible for the content uploaded, synchronized or transferred to or via the service, 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. In particular, User guarantees 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.

This responsibility is extended to data made available in a folder of the user's computer made available to other users via a shared folder defined on the WebGATES service, as data placed in such folders can be transported to other users via the WebGATES service.

### Network configuration

The WebGATE agent requires direct outgoing https connection to

<https://hybridcloud.yobidrive.com>, you may have to configure exceptions on your proxy server when applicable. Such configuration is not part of the service.

## E. User's data privacy

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In addition to measures described in the YobiDrive general conditions, WebGATES uses encryption and other cryptographic techniques to protect the communications between the WebGATE Agent and the YobiDrive cloud. The WebGATE agent only requires standard outgoing https connections, so that you don't have to put your network at risk by creating incoming connections on your firewall.

Anyway, no measure is taken neither to check your firewall configuration nor secure the access to the computer where you have installed a WebGATE agent. You are the sole responsible of protecting user content inside your infrastructure. Also, we recommend that you configure the WebGATE agent to access a limited area of your server, and that you stop it when not required.

## F. Third party technology

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The WebGATE Agent uses Java SE 1.7\_40 or higher from Oracle®, and does not require the commercial features as mentioned hereafter to function. The Java SE environment

packaged with the agent is complete and fully functional and is provided according to Oracle's license available at

<http://www.oracle.com/technetwork/java/javase/terms/license/index.html>

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at

<http://www.oracle.com/technetwork/java/javase/documentation/index.html>

YobiDrive is a registered trademark of EZC Group S.A. Oracle and Java are registered trademarks of Oracle and/or its affiliates. Other names may be trademarks of their respective owners.

## G. Maintenance and support

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Support can be obtained from EZC Group S.A. via the YobiDrive web site.

For Agents purchased via the Mac App Store, Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the WebGATE Agent.

## H. WebGATE from Mac App Store

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### Scope of license

License granted to the end-user for the WebGATE Agent available on the Mac App Store is limited to a non-transferable license to use the WebGATE agent on any Mac Product(s) that the end-user owns or controls and as permitted by the Usage Rules set forth in the terms of service applicable to the Mac

### Support

For Agents purchased via the Mac App Store, Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the WebGATE Agent.

### Warranty

The WebGATE Agent and the WebGATE service are provided by EZC “as is” and without any warranty or condition of any kind other than set forth in article “6. SLA” of the YobiDrive general conditions, express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the extent permitted by applicable laws. In particular, the free WebGATE agent is provided 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, to the extent permitted by applicable laws.

In the event of any failure of a WebGATE Agent purchased on the Mac App Store to conform to the YobiDrive general conditions and YobiDrive WebGATES specific conditions, you may notify Apple, and Apple will refund the purchase price for the WebGATE Agent application to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the WebGATE Agent application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty are the responsibility of EZC Group S.A.

### Product Claims

EZC is responsible for addressing any claims of you or any third party relating to WebGATE App or the your possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, according to the terms of those conditions. Claims should not be addressed to Apple.

### **Intellectual Property Rights**

In the event of any third party claim that WebGATE or your possession and use of WebGATE infringes that third party's intellectual property rights, EZC, not Apple, should be contacted and manage the claim according to the clauses of the YobiDrive general conditions and this specific conditions agreement.

### **Third Party Beneficiary**

You acknowledge and agree, as EZC does, that Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that, upon the end-user's acceptance of the terms and conditions of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against the end-user as a third party beneficiary thereof.