

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 GENERAL TERMS AND SERVICE AGREEMENT (also name "YobiDrive general conditions", hereinafter: "AGREEMENT") GOVERNS USAGE OF THE SERVICES:

## **YOBIDRIVE FOLDERS, YOBIDRIVE FX, YOBIDRIVE SEND FILES, YOBIDRIVE STRONGROOM, YOBIDRIVE FLOWS, YOBIDRIVE FILE GATE**

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**

- **Incident** means (i) any single event, or (ii) any set of events, that give rise to Service Outages (as defined below).

- **Maintenance Measures** means measures that ensure, amongst others:
  - the optimization of the Service;
  - the enhancement of the production volume of the Service;
  - the reinforcement of safety and the stability of the Service.
  - The Maintenance Measures include in consequence any action related to the patch management and/or software upgrading.
  
- **Maintenance Window** is a scheduled period designated in advance by EZC, during which preventative maintenance may be performed and could cause Service Outages.
  
- **Last Monthly subscription start:** The first day of the current billing cycle for recurrent subscription or subscription billed at end of period, or the first day of the ordered subscription (also called membership) for prepaid subscription.
- **Response Time** means the time within which EZC will start to work on resolving the reported issue.
- **Service** refers to the Solution provided to User, made from Web Applications, APIs and downloadable software.
- **Scheduled Downtime** means any Service Outage that arise out of Maintenance Measures and that have been announced in a timely manner.
- **Service Fee** means the Recurring Fees, Non-Recurring Fees and any other fees due under this Agreement.
- **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.
- **Parties** means Client or EZC
- **Power User** means any User that acts with full rights on the service, including the privilege of granting any kind of rights to other users.

## 1. Applicable terms, ranking

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### Latest version

You shall comply with the latest version of this YobiDrive general conditions and the latest version of the specific conditions of the relevant YobiDrive service, if applicable, at the date of the last monthly subscription start for prepaid subscriptions, or at the date of the start of the billing cycle for billed subscriptions, or at the date of purchase of the life-time subscription when applicable, or at the date of usage in case of no paid subscription, as amended, modified or updated from time to time by EZC, and the latest Service Specific Terms and Service agreement, when applicable (collectively called

“YobiDrive Terms and Service agreement”) which are made available via the YobiDrive Web site.

## Acceptance without reservation

The User acknowledges having read and understood the YobiDrive Terms and Service agreement as well as any document comprising the YobiDrive Terms and Service agreement. By placing a Service order, provisioning a service via a cloud marketplace or using the service you accept the YobiDrive Terms and Service agreement in their entirety and without reservation. It is the sole responsibility of the User to check at regular intervals and in any case before using the Service and before the start of every monthly billing period the said YobiDrive Terms and Service agreement. The YobiDrive Terms and Service Agreement shall remain in effect for the entire term of the contractual relationship and any events or circumstances arising thereof.

## Additional terms

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, such as a Service Specific Terms and Service Agreement. If there is any contradiction between the terms of the Separate Agreement and this agreement, then the terms of the Separate Agreement shall take precedence over the contradictory terms in this agreement with respect to the subject matter of such Separate Agreement.

## Priority

In cases of contradictions or unclear issues, the provisions named first always take priority over those named thereafter. Gaps are filled by the respective subordinate provisions.

## 2. License on User Content

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User hereby grants to EZC a non-exclusive, royalty-free, worldwide right and license during the Initial Term and any Term thereafter to do the following to the extent necessary in the performance of The Service, except that with respect to personal information included in the User Content, such license shall be limited to allowing EZC and its subcontractors to use Personal Information in accordance with its Privacy Policy:

Digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, display, publish, publicly display, publicly perform and hyperlink the User Content.

Except for the rights expressly granted above, EZC is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with User.

## 3. Intellectual property on Service

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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.

## 4. Backups & Replicas

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EZC takes technical measures to offer good service resilience, such as data replication. Anyway, user is warned that those measures cannot be considered as backups. User is solely responsible for making back-up copies of User Content. EZC does not maintain backup copies of User Content. EZC cannot guarantee that User Content will never be deleted or corrupted. Users should always copy all content to a local computer and EZC strongly suggest that Users make an additional copy (on tape, CD, multiple floppy disks, another desktop, or elsewhere) to ensure the availability of the files. **IT IS THE USER'S SOLE RESPONSIBILITY TO MAKE OFFLINE, BACK-UP COPIES OF THE USER CONTENT AND DATA. NOTE: IT IS ESSENTIAL THAT USERS BACKUP THEIR FILES OFFLINE.**

The User is responsible for maintaining complete backups for any files, content, software, or other items stored via the service. EZC does not maintain such back-ups.

## 5. Data management policy

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### Storage Location

Storage location of Logs and User information used for the management of our demo, free and paid services can be obtained by writing us at info (at) ezcgroup.net.

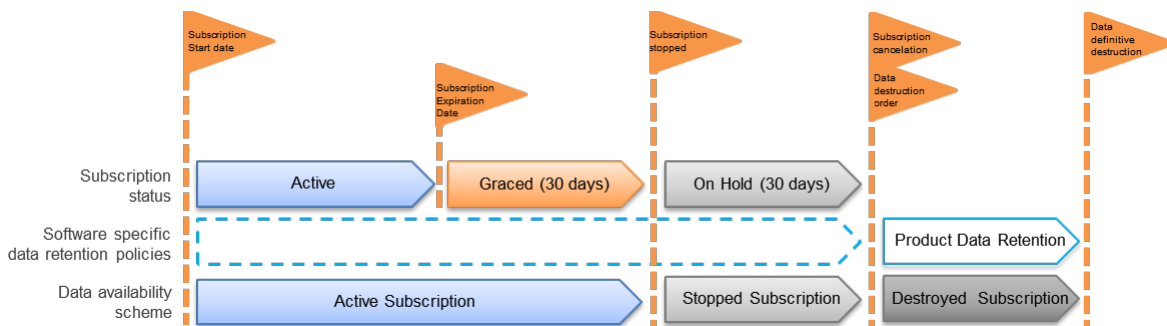
**Data management policy for paid services**

EZC handles User Data with high precaution and in full transparency. Its data management policy applies to the whole lifecycle of a subscription and gives clear indication of the data availability for the following data availability schemes:

**Active subscription scheme:** Subscription is active. The Service is ready and running. The User Data can be viewed and processed by authorized Users. User data is replicated at least on two storage medias such as hard disk drives except when a limited redundancy period is published on our Web site. Such limited redundancy period correspond to maintenance operations where the redundancy is limited for a reasonably short period of time. Normal replication is restored at most 48 hours after the end of the limited redundancy period. Such periods are rare event as most of the time data is replicated 3 times, even if such a replication factor is not guaranteed per this agreement.

**Stopped subscription scheme:** The subscription is automatically stopped if no renewal order has been placed within 30 days following the expiration date of the subscription. The Service is stopped and not accessible anymore. The User Data are withheld and the Service can be reactivated within the time lines mentioned in table A. Some services might stop immediately after the expiration date of the subscription: in this case you may request us to activate the grace period by contacting our support.

**Destroyed subscription scheme:** Stopped subscriptions will automatically be destroyed after a period of 60 days. The Service cannot be reactivated. The Data can however be restored upon payable service request and within the timelines mentioned in table B.



Graphic representation of the subscription schemes

Table A: Data retention policy for stopped subscriptions

	User Data
Database	30 days minimum
Deleted item recovery	None
Backups	None

Table B: Data retention policy for destroyed subscriptions

	User Data
Database	None guaranteed. Depends on space available.
Deleted item	None.
Backups	None.

#### Data management policy for free services

Free services can be discontinued at anytime and without previous notice by EZC. User is responsible for having a local copy of his data which can be made non available at any time. User should use our paid services to get access to our transparent Data Management policy for paid services. No warranty is given that the user can get access to his data after the service is stopped, the service should be considered as being provided for demo purposes.

#### Data portability / data format

The service's standard interface is the standard access to User's data, and should be used to retrieve data. Additionally, an optional S3 compatible access can be requested to do bulk export an import, with additional charges. The availability of such a service depends on the YobiDrive service and is not guaranteed; please ask for availability and quote.

In the event that EZC is required to discontinue offering the Service, or chooses to discontinue the Service, Customers with valid, paid 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

## 6. SLA and continuation of service

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### Continuation of service

EZC may discontinue providing free services at any time without prior notice.

### Uptime Service Levels

Except otherwise stated the service is provided with no guaranteed uptime service level.

In order to ensure maximum uptime and reliability, EZC performs scheduled and unscheduled maintenance. Scheduled maintenance is advertised on the YobiDrive Web site or on the service's pages.

### Support level Guarantee

Any system issues can be reported to EZC via our support mailboxes support[dot]yobidrive[at]ezcgroup[dot]net, which is available to the Users 24/7/365 for direct users, and support[dot]provider[at]ezcgroup[dot]net for second level requests managed by a cloud provider, with no response time guarantee.

### Limitations

EZC may have to fix unexpected security vulnerabilities and other bugs, and/or to take action in order to improve the usability or performance of the Service. Those actions might provoke unexpected Service unavailability.

If EZC suspends or takes actions as described above, the User shall not be entitled to any Service Credit.

The User may not unilaterally offset any Service Fee invoiced by EZC as a compensation for any performance or availability issue.

Minor service upgrades are processed without stopping the service, in this case the user might experience a temporary connection loss.

### Service Credit Claim

For paid services provided with a SLA in their specific conditions, and if EZC does not meet the agreed Minimum Monthly Uptime, Users may qualify for a Service Credit provided that they are able to substantiate their claim of any impact stemming from a Service failure; For that purpose, the User must submit a Service Credit Claim before the end of the following two Calendar Month in which the Minimum Monthly Uptimes were not met; EZC will evaluate the submitted information and make a good faith judgment on whether a Service Credit is owed. EZC will use commercially reasonable efforts to

process claims within forty five (45) days of receipt. Amount of such service credits is defined in the specific conditions of the service if a SLA is applicable.

Please note that EZC will only consider Service Credit Claims filed by Users that are fully compliant to any obligation arising out of the YobiDrive Terms and Service Agreements, and any other applicable terms. Service Credits owed will be applied against outstanding Service Fees.

## 7. Responsibilities of the user

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### True personal information

In consideration of User's use of the Service, and except for services that do not require authentication, User agrees to provide true, accurate, current and complete registration information, whether directly or indirectly when subscribing through a third part cloud marketplace, 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.

### Age

User certifies that User is at least 18 years of age.

### Sole usage of user's account

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 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 private key for strong room protected data), 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 invoicing the service for the number of real users multiplied by three (3).

### User content

A 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.

#### Unauthorized access

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.

#### Strong room keys

For applicable services using strong room protection, a user is solely responsible for his YobiDrive strong room keys, whatever the format of those keys, and for printing a backup key immediately after activating the first strong room 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 understand strong room key sin the form of electronic keys such as smartphone keys can fail because of, but not limited to, synchronization issues, phone operating system upgrade, electronic failures, bugs.

## 8. Responsibilities of power users

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#### Content responsibility

You guarantee to check that all content uploaded to the service is compliant with Article “7. Responsibilities of the user”. YOU understand that you are as a power user responsible (or co-responsible, in case of multiple power users) of the contents uploaded, synchronized or transferred to the service and that you could be held liable for the dissemination illegal content or copyright infringement.

#### Infringements

Infringements related to article « 7. Responsibilities of the user » have to be reported at [infringements@ezcgroup.net](mailto:infringements@ezcgroup.net) with all the details of the claim. EZC is entitled to delete user data and/or user accounts (including their full data content) that contain materials that breaches applicable laws. YOU will 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.

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## 9. Service limitations, fair usage

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Independently from limitations set forth in the product description on our Website or the Market place where purchased, our services are subject to performance limitations varying with the product and product purchase date, for a fair distribution of resources among free and paying users, by creating a performance hierarchy among users. This limitation usually occurs as a limitation of upload and download speeds; details of such limitations may vary over time without prior notice. So-called “unlimited” services are not unlimited on every aspect and might also be limited by such measures. Priority bandwidth on service description means the amount of downloaded bytes per month where no limitation occurs on downloads other than the natural performance of the system given the activity of connected users and the processing and networking infrastructure at the time of usage, without affecting upload performance limitations. Details about service limitations can be obtained by writing at info[at]ezcgroup.net and mentioning the service considered.

## 10. Limitation of liability

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### 10.1 Warranty limitation

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. EZC provides the service “as is” and without any warranty or condition of any kind other than set forth in article “6. SLA”, express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

### 10.2 Limitation of liability

EZC and its suppliers shall not be liable to you for any special, incidental or consequential or indirect damages (including, without limitation, damages due to business interruption, lost sales or loss of profits, competitive advantage, goodwill, third party claims or loss of data) regardless of the cause of such loss or damage.

### 10.3 Sole risk

NOTHING IN THIS 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.

### 10.4 Downloaded materials

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.

## 10.5 Entire liability

This Agreement sets out EZC's entire liability to the Client. Except as expressly stated in this Agreement, all liabilities, warranties and conditions, whether express or implied by statute or otherwise, are hereby excluded to the extent permitted by law. EZC' entire aggregate liability and that of it's suppliers in respect of any matters arising from any breach of its contractual obligations (express or implied) or any misrepresentation (unless fraudulent), tortuous act or omission including negligence arising under or in connection with this Agreement shall be limited to the amount paid for the month and subscription related to the event subject of the claim.

## 10.6 Claims

Any claim by the Client in relation to this Agreement must be notified to EZC within six (6) months of the damage or claim or loss arising or otherwise no later than six (6) months following termination of this Agreement.

The provisions of clause 10.1 to 10.6 will survive the termination of this agreement.

# 11. User's data privacy

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EZC may act as a data processor (within the meaning of EU Directive 95/46/EC, as it may be amended, restated or replaced) in the context of the processing of personal data belonging to Users (acting in their capacity as controllers, within the meaning of the same text). In this case, EZC undertakes to process such personal data only insofar as required for the performance of its Services, such as described in our privacy policy available on our Web site.

# 12. Personal & navigation data

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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.

## Personal identification data

Upon registration directly or via a cloud marketplace, personal data is collected and might include (but not necessarily does) identification data such as, but not limited to, name, email, postal address, company identification, VAT number, country. Personal data is kept for a duration extended to legal requirements and at least for the duration of your relationship with EZC. 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 writing to the responsible of personal data processing. YOU may request not to receive marketing emails or post-mails from EZC, or request that we don't keep any data after the end of the business relationship and the legal requirements by writing us to [unsubscribe@ezcgroup.net](mailto:unsubscribe@ezcgroup.net).

### Navigation data, usage and visits

Usage and visits (hereinafter: "Navigation Data") of THE SERVICE might be recorded. Navigation Data might include the IP (Internet Protocol) address of your computer, the browser and operating system, date and time, http referrer (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 performing navigation statistics, by means of server side recording or by cookies. Navigation Data shall only be processed for the purposes of optimizing THE SERVICE, detecting and preventing fraud, and provide fully anonymized statistics to advertisers that do not contain any personal data. We reserve the right to implement systems that track usage of the YobiDrive services to propagate content in violation of copyright laws.

### Cookies

For the purpose of tracking navigation and delivering the functionality of the service, YobiDrive uses a session cookie. Long-term cookies might be used. 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. For some of the YobiDrive services, and in particular the FREE services, third party advertisers and web analytics companies might also use cookies to record navigation data for marketing purposes such as displaying the most relevant ads on THE SERVICE's web site. EZC does not control those third party cookies and 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. In all cases session cookies should not be disabled.

### Usage of personal and navigation data by EZC and its partners

EZC uses the personal and navigation data it collects to perform actions required to run service in a secure manner, such as, but not limited to, account management, technical support, service optimization, fraud prevention and detection, regulatory or law enforcement requirements.

EZC does not disclose personal data to unaffiliated third parties except:

- When it's requested for the performance of the service;
- On demand of a legal authority.

Such necessary disclosures would occur in accordance with applicable laws.

In addition, EZC may disclose personal data to auditors and/or to intelligence and risk management consultancies. Those companies, like any other subcontractor of EZC, will be prohibited from using personal data for any other purpose. Anonymized data might be disclosed for analytics purposes.

## 13. Monitoring and benchmark

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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.

## 14. Fees and payments

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### Subscriptions Fees

You shall pay Subscriptions Fees for all ordered paid subscriptions, directly or indirectly via a cloud marketplace. 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.

### Invoicing and Payment.

In the case of services directly purchased from EZC:

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.

### Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services, directly or indirectly via a cloud marketplace, is thirty (30) or more days overdue, 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.

### 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. In the case of services directly purchased from us, 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.

#### 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 this Article (Invoicing and Payment).

## 15. Severance, Waiver

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The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

## 16. Entire agreement, headings

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This Agreement, together with the latest revision of the specific YobiDrive application terms and service agreement, when applicable, including any documents incorporated by reference, constitute the entire agreement and understanding between YOU and EZC with respect to the subject matter hereof and supersede all prior agreements, whether oral or written, between the parties with respect to such subject matter, notwithstanding the terms of any previous agreement or arrangement expressed to survive termination. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The paragraph headings of this Agreement are included for convenience of reference and are not to be used in interpreting this Agreement.

## 17. Force Majeure

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EZC shall not be liable for non-performance of its obligations under this Agreement if such non-performance is caused by circumstances beyond its control, including but not limited to fire, flood, accident, storm, acts of God, war, riot, government interference, strikes, insolvency of a supplier or unavailability of a required product or service. Dates and times by which EZC is required to perform its obligations under this Agreement shall be postponed automatically to the extent that EZC is prevented from meeting them by such conditions of force majeure.

## 18. Governing law and jurisdiction

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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.

## 19. Term

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The Agreement is valid for the duration of the business relationship between YOU and EZC, so until you stop using the services and the last running monthly subscription has ended.

## 20. Termination

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Without prejudice to its other rights and remedies, either Party may terminate this Agreement immediately by written notice to the other if the other Party: (i) is in material breach of any of its obligations under this Agreement and if capable of remedy the Party in breach shall have failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach; or (ii) is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) (iii) appoints an administrative or other receiver, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction (iv) is materially in breach of its payment obligations.

Termination of this Agreement shall be without prejudice to the rights of the Parties already accrued and existing. In any event, the Client shall pay all (i) the price of the services performed from EZC, directly or indirectly via the cloud marketplace of subscription if applicable, (ii) any other cost of EZC' personnel assigned to the performance of the Services linked to the cause of termination and (iii) any other expenses incurred by EZC including accrued interest up to the date of termination. Termination of this Agreement also terminates the right for the User to user the service.

EZC can terminate your rights to use the service and this agreement at any time in case of your use of the Services in breach of this Agreement, and in case of free services.

## 21. Third Party Terms of Agreement

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You must comply with applicable third party terms of agreement when using the service.