

WONDERFLOW BV: GENERAL TERMS AND CONDITIONS

FOR THE PROVISION OF SERVICES

Premises and definitions

A) These General Terms and Conditions for the Provision of Services - which may be consulted on the internet site <http://www.wonderflow.co> and which are owned solely by Wonderflow BV, whose registered office is in Panamalaan 6H, 1019AZ, Headquarters, Amsterdam, The Netherlands - regulate the Client's access to the Services available on the Website and constitute an integral and substantial part of this Agreement executed by the latter.

Article 1 – Premises and Annexes

The Premises and Annexes are an integral and substantial part of this Agreement.

Article 2 – Scope

These General Conditions concern the Services described in detail in Annex A hereto which are to be provided by Wonderflow to the Client in the manner set out herein, in respect of which advertisements shall be viewed during the course of the ordinary use of such Services.

Article 3 – Execution of this Agreement registration and access to the Services

3.1 The Agreement shall be executed when Wonderflow receives from the Client the duly completed written acceptance, following which the Client shall be entitled to use the Program and gain access to the Services through the Access Key provided directly by Wonderflow at the e-mail address indicated.

Article 4 – Obligations of the Client

4.1. The Client agrees to diligently keep the Access Key, which contains reserved data for which the Client is solely liable, as well as being liable for the use made thereof by the said User.

4.2. The User therefore agrees to send via e-mail to the address support@Wonderflow.co, - in the event of theft or loss of the Access Key or any other alleged unauthorized third party use

of the Services - an appropriate written notice requesting the de-activation and subsequent replacement by Wonderflow;

4.3 Wonderflow shall not - in the event that the Client fails to send the notice provided for under article 4.2 - be held responsible in any manner whatsoever for any adverse or harmful consequence that may arise from the improper use, loss, theft and/or undermining of the confidentiality of the Access Key.

4.4. The Client cannot, for any reason whatsoever, sell to third parties who are not its employees and partners, the Access Key or otherwise allow third parties who are not its employees and staff to gain access to the Services.

4.5. The Client agrees to gain access to the Services in full observance of all applicable laws and, in any event, undertakes not to use the Services for any purpose which is contrary to those allowed by Wonderflow.

Article 5 – Obligations of the Client in relation to intellectual property rights

5.1 The Client hereby acknowledges that Wonderflow has proprietary rights in the software used in the Services, with the exception of those portions of source code issued under open source or free licenses, in respect of which Wonderflow expressly agrees to comply with the related provisions of the licenses granted therefor;

5.2. The Client expressly undertakes not to reproduce (even partially), modify, distribute, reverse engineer or arrange in any way whatsoever (either free of charge or at a charge) the programs used in the Services, which are the exclusive property of Wonderflow, or to distribute, disseminate or create Content which is based, wholly or in part, on the Services or software programs on which such Services are based.

5.3. Wonderflow, for the sole purpose of the Client gaining access and using the Services, grants the Client a non-exclusive and non-assignable license for the use of the programs. The Client or its employees or associates shall not - failing which the latter shall be liable for

damages - copy, modify, create derivative works or in any way reverse engineer the software programs that are owned exclusively by Wonderflow with a view to obtaining the source code, selling, assigning, sublicensing, giving or transferring to third parties any rights to the programs or allowing third parties to do so.

5.4. Any and every right on trademarks appearing on the Program or connected with the Services, together with those relating to graphic designs, interfaces or any other distinctive sign are the exclusive property of Wonderflow, which the User expressly agrees not to reproduce, modify, alter, remove, move or distribute to third parties-

Article 6 - Wonderflow Warranties and Limitations of Liability

6.1. Wonderflow cannot guarantee that:

- a) The Services provided will be uninterrupted, timely, secure or error free;
- b) The results obtained from the use of the Services will be accurate and reliable;
- c) The quality of the products, Services, information or other material purchased or obtained through the Services will meet the User's requirements.

6.2. the Client recognizes and agrees that:

- a) Wonderflow does not provide any explicit and/or implicit warranty, including - by way of example - any warranty of merchantability, fitness for a particular purpose or quality of the Services;
- b) Any Content downloaded or otherwise obtained from or through the Services shall be obtained at the sole and exclusive discretion and risk of the Client. The Client is solely and exclusively responsible for any damage caused to the said Client's computer or loss of data caused by the download of such materials or from using the Services;
- c) Wonderflow shall not be held liable in any manner whatsoever for any damages of any kind and nature, including loss of profits, goodwill or data, arising from:
 - i) The use or impossibility of using the Services;
 - ii) The cost of procuring goods and/or replaceable goods and/or Services purchased or obtained through the Services;
 - iii) Unauthorized access to or alteration of Client data;
 - iv) Statements or conduct of any third party;

v) The cancellation or incorrect storage of any Contents - including messages or other information - which has been loaded, printed and/or distributed in any way and/or transmitted through the Services.

d) Wonderflow has the permission to send periodic email newsletter to the users of the Wonderboard. Individual users can always unsubscribe based on personal preferences.

6.3 Wonderflow shall not control or monitor the information and/or data and/or content inserted by the Client or control or supervise the conduct or acts done by the Client or the Client's employees and partners through the Services. As a result thereof, the Client acknowledges and agrees that Wonderflow is not liable for the activities carried out by the Client through the use of the Services since the latter navigates independently by means of the Access Key, for which the said Client is solely liable.

6.4. The Client acknowledges and accepts that, whilst using the Services and notwithstanding the strict rules imposed by Wonderflow, the said Client may find content that is offensive, incorrect, untrue, unreliable, indecent or otherwise objectionable, for which Wonderflow shall not be held liable under any circumstance and for any reason whatsoever. In such an event, the Client shall give Wonderflow notice thereof. The latter, after having contacted the User to which the reported Contents are attributable and without any prejudice to any damages that may be awarded, may temporarily suspend the access to and/or permanently remove such Contents in the event that Wonderflow is of the opinion, on the basis of a purely discretionary assessment and without assuming any obligation in this regard, that these Conditions of Use have not been observed.

6.5 The Client acknowledges and agrees that in the event that the situation provided for under article 6.4 occurs, Wonderflow in no event shall be liable for any damages arising from any delay and/or failure to provide the Service caused by the suspension in the accessibility and/or removal of such Content

6.6 The Client acknowledges and agrees that Wonderflow - when receiving a notice from a user or from any other person reporting an infringement of rights - shall, without prejudice to any further compensation that may be awarded for any losses that may be caused:

a) Temporarily remove the Content deemed in violation of third party rights;

- b) Disable and/or terminate the accounts of the Client and/or terminate the contractual relationship regulated by this Agreement;
- c) Promptly report the presence of the allegedly offensive Contents to the competent judicial or administrative authorities;
- d) Provide, on request of the said authorities, the information in Wonderflow's possession that allows identification of the User that has committed the unlawful activity in question;
- e) Temporarily and/or permanently remove from its servers, if so requested by the authority in question, such Contents as have been recognized as being illegal and inhibit, as far as technically possible, any further use thereof.

6.7 The Client agrees that Wonderflow will not in any way liable - in those situations provided for under articles 6.4 and 6.6 - to any other person for the interruption and/or suspension of the latter's access to the Services.

Article 7 – Term and termination without cause

7.1 The contractual relationship between the Client and Wonderflow will start on January the 1st 2015 and will end on June the 30th 2015, with possibility for both Parties hereto to terminate the Agreement without cause.

7.2 The Client may terminate this Agreement at any time, by paying a penalty which correspond to the total amount of this agreement minus the amount already paid at that moment.

7.2 Wonderflow reserves itself the right to terminate this Agreement, without having to pay any penalty in relation thereto and without having to give any reason therefor, by giving 20 days' notice (with the exception of cases of force majeure, in which case this Agreement will be terminated immediately), to be sent by letter with receipt of return to the address indicated by the Client, or by e-mail to the address indicated. After such period of notice has expired, this Agreement shall be deemed to have ceased and/or terminated, and, as a result thereof, Wonderflow may proceed to de-activate the Services.

7.3 The Client acknowledges and agrees that - in the event that the situation provided for under 7.2 occurs - Wonderflow shall be not be held liable for having exercised its right to terminate this Agreement without cause and/or for the Client's failure to use the Services or

for the latter's ensuing right to claim any refund or indemnity or damages of any type and kind whatsoever.

Article 8 – Suspension of the Services

8.1 Wonderflow reserves itself the right to suspend, wholly or in part, without any refund being due, the Client's Access to Services in the event that any of the following cases occur:

- a) In the event that Wonderflow has reasonable grounds for believing that a breach of the obligations provided for under articles 4.4, 4.5, 5.2, 5.3, 5.4. has occurred, without this leading to Wonderflow being held liable towards the Client in the event that such presumed breach reveals itself to be non-existent;
- b) Amendments, actions and/or maintenance performed on the Services by Wonderflow
- c) Disputes and / or demands of any type whatsoever made by third parties or by the Public Authorities.

Article 9 – Obligations of Confidentiality

The Client expressly undertakes to keep confidential all the Confidential Information regarding Wonderflow of which it becomes aware during the execution of this Agreement and for a period of at least three years following the termination hereof for any reason whatsoever.

Article 10 – Indemnification

10.1. The Client - without prejudice to any damages that may be awarded to Wonderflow - undertakes to hold harmless and indemnify Wonderflow and the persons affiliated with or controlled by it, the latter's representatives, employees and partners from any and every possible claim and action that may be taken by third parties for the non-performance of contractual obligations by the Client, its employees and staff provided for under these Conditions and, in particular, in relation to:

- a) The Contents uploaded, posted or transmitted in any way and/or disclosed by the Client or its employees and staff;
- b) The use of the Services by the Client or its employees and associates;
- c) The connection to the Services by the Client or its employees and associates;
- d) The breach of obligations under article 4.5 by the Client or its employees and staff;

e) Any infringement of third party rights committed by the Client or by its employees and staff, such as, by way of mere example and, therefore, without any pretense of completeness, infringements of the right to one's own name, dignity, reputation, likeness and commercial goodwill.

10.2. The Client undertakes to commence legal proceedings and/or procedures and file a defense in such proceedings, reimbursing Wonderflow and persons affiliated with or controlled by the said Client, its representatives, employees or any of its partners for any legal charge, court cost or damages that the said Client may incur or have to reimburse to third parties.

Article 11 - Express Termination Clause

Should the Client infringe one of the obligations provided for under Articles 4, 5, 9, Wonderflow may terminate this Agreement between the Parties upon sending notice to the Client's personal message box or e-mail address or place of residence indicated.

Article 12 - Non-assignment of this Agreement

The Client may not assign, either without or with consideration, this Agreement to third parties, either on temporary or permanent basis.

Article 13 - Applicable law and jurisdiction

13.1 This Agreement is governed exclusively by Dutch law.

13.2 Any dispute concerning the interpretation or application of any provision of this Agreement, the execution hereof or any other dispute otherwise arising therefrom shall be judged solely and exclusively by the Courts of Amsterdam.

Article 14 - Amendment

14.1 The Client acknowledges and accepts that Wonderflow is entitled to amend at any time whatsoever and at its sole discretion these General Terms and Conditions.

14.2 In the event that the situation provided for under article 15.1 occurs, Wonderflow shall give to all of its Clients 15 days' notice of any amendments to these General Terms and Conditions by posting such notice on the website www.Wonderflow.co.

14.3 Any amendments that may be made pursuant to the aforementioned provisions shall be construed as having been accepted in the event that the Client continues using the Services after the notice period provided for under article 15.2 above has expired.

Article 15 – Various

15.1. This Agreement contains any and every agreement between the Parties and supersedes any previous agreement reached between them in relation thereto. Any agreement in addition or in derogation to the provisions contained hereunder shall be made in writing by the Parties and shall be signed by them

15.2. The invalidity or unenforceability under Dutch law of any of the provisions contained herein shall not, vis-à-vis each of the Parties, render null and void or affect the validity or enforceability of any remaining contractual provisions contained herein.

15.3. This Agreement does not give rise to corporate liens or partnerships between the Parties and does not imply any agency relationship between them, with the result that neither of the Parties shall be entitled to act on behalf of the other Party.

15.4. Any communication between the Parties relating to this Agreement shall be in writing and shall be deemed effectively and validly executed if received by the other Party at the addresses listed when completing the Application Form or any other addresses that each Party shall be required to communicate to the other party in the case of a change of address.

Signed

Date:

Place:

Wonderflow.co:

Client:
