

Welcome to World of WOW, the innovative platform that connects Fans and Creators. We are happy that you decided to use our WOW Platform and therewith contributing to the growth of the WOW community!

These User Terms (you'll find definitions in Article 1) detail how we will work together, either as a Guest, a Fan or a Creator so please read them before getting started with the WOW Platform. These User Terms apply to all Users that use the WOW Platform and once you accept these User Terms, you agree to follow them.

Article 1. DEFINITIONS AND INTERPRETATION

1.1. In these User Terms, the terms below have the meaning ascribed to them:

Account:	the personal account(s) associated with the respective User, which enables them to access and use the WOW Platform;
Article:	an article of these User Terms;
Basic Support:	the support made available to the User by providing access to specific online user guides, knowledge bases, and self-help tools regarding the use of the WOW Platform as may be further detailed on the WOW Platform from time to time;
Confidential Information:	all information in Accounts, the Subscription, Content, the Wow Platform and the Documentation, and any information that is clearly identified in writing at the time of disclosure as confidential or that should be reasonably understood to be confidential by the receiving Party given the nature of the information and the circumstances of its disclosure;
Content:	all data of the User in the WOW Platform, including existing data which WOW has Migrated for the User, and other data inputted by Users or by WOW on behalf of the User (e.g. registration information, information concerning Users, clients of the User, business-, marketing- and financial- information, images, animations, configurations, videos, 3D models and any similar data);
Creator Account:	a creator account, pursuant to which a Creator can use the WOW Platform;
Creator:	a natural person that through the use of a Creator Account wishes to use the WOW Platform to connect its social media activity to Fans;
Documentation:	all documentation related to the WOW Platform, including but not limited to printed materials, online files, electronic documentation (including all information in Accounts), other media, user guides and/or other similar materials and images made available to the User by WOW from time to time;
Existing Data:	any existing data of the User that the User wants WOW to Migrate into the Platform on behalf of the User;
Fan Account:	a fan account, which has full access to the WOW Platform;

Fan:	a natural person that through the use of a Fan Account wishes to use the WOW Platform to get connected to social media activity of Creators;
Force Majeure:	any event or condition beyond the reasonable control of either Party which prevents, in whole or in material part, the performance by one of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy or other supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion, or any refusal or failure of any governmental authority to grant any export licence legally required;
Guest Account:	a guest account, which has limited access to the WOW Platform and can be upgraded to a Fan Account or a Creator Account from time to time;
Guest:	a natural person that through the use of a Guest Account wishes to explore the WOW Platform and may decide to upgrade its Guest Account to a Fan Account or Creator Account;
Intellectual Property Rights:	all copyrights, neighbouring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world;
Live Stream:	a live streaming event hosted by a Creator which can be viewed by Fans (provided the Fans have bought Tickets with respect to the Creator hosting the live stream event);
Migration Fees:	the applicable fees (including VAT) to be paid by the Member and/or Subscribed Member to WOW which covers the migration of data, as described on the Order Form, in accordance with the terms therein;
Migration Service:	the data migration service (if any) to migrate Existing Data from the Member's and/or Subscribed Member's existing ICT environment into the WOW Platform as further described in Article 5 <i>Migration</i> and to <i>Migrate</i> have corresponding meanings;
Parties or Party:	you and WOW jointly and you or WOW individually;

Privacy Statement:	the privacy statement of WOW, which can be read and downloaded here ;
Services:	the specific scope of services offered by WOW through the use of the WOW Platform. This includes: (i) the provision of the Platform for use by Users, (ii) hosting, maintenance and Basic Support, (ii) collection and payment of Ticket Revenue; (iii) the provision of the Migration Services and (iv) any other services agreed by the Parties in accordance with Article 7;
Third Party Software:	any software, including software code and/or components of such software that a WOW partner may bundle with the Services and which is not developed or owned by WOW;
Ticket Revenue:	the revenue (including VAT) generated by Tickets bought by Fans, 80% of which revenue (including VAT) shall be for the account of the Creator to which the Ticket is connected and 20% of which revenue (including VAT) shall be for the account of WOW. 100% of the Ticket Revenue (including VAT) is paid by the Fan directly to WOW and WOW shall pay out the 80% remaining amount of the Ticket Revenue (including VAT) to the Creator after deducting the 20% (including VAT) to which WOW is entitled;
Ticket:	a 'ticket' that can be purchased (via a one-off online purchase) by a Fan (i) to connect its Fan Account to a Creator Account and the related Creator (which included the possibility to join Live Streams of such Creator) and/or (ii) to separately join a Live Stream of a Creator without being connected to such Creator as set out under (i) above;
User Terms:	these user terms for use of the Services;
User:	the natural person who uses the WOW Platform through either a Guest Account, a Fan Account or a Creator Account;
WOW or we or us or our:	World of WOW B.V., registered with the Dutch trade register of the Chamber of Commerce under number 92216722;
WOW OS:	WOW's operating system (OS) which operates as online software as a service that is accessible through our current or future (mobile) application(s) or website(s) that provides you and your Users with access to WOW OS to make use of the Services;
WOW Platform:	the WOW platform as applicable from time to time and as accessible through the (mobile) application(s) and/or website(s) of WOW including all underlying (landing) pages and connected features, through which the Services are made available to the Users (including but not limited to the source code, object code and any underlying structure, ideas, know-how or algorithms

relevant to the Platform);

You or your:

the legal entity or natural person that is a User and who receives access to an Account to manage its use of the WOW Platform;

- 1.2. Headings. The headings of these User Terms are for ease of reference only and are not intended to qualify the meaning of any article or section thereof.
- 1.3. Genders. References to words denoting any gender shall include all genders.
- 1.4. Successors. References to the Parties include their respective successors in title and permitted assigns.
- 1.5. Written. In these User Terms the term 'in writing' includes by post, e-mail, clicking a "submit" or similar button or any other electronic communication device customary in the market.
- 1.6. Interpretation. Terms and expressions of law and of legal concepts as used in these User Terms have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

Article 2. APPLICABILITY OF THESE USER TERMS

- 2.1. Applicability. These User Terms apply to all Users making use of the Services, as well as to all related legal acts of the Parties.
- 2.2. User GTC. The applicability of any User's general terms and conditions of purchase or other terms and conditions is expressly rejected.
- 2.3. Amendment. WOW shall have a right to amend these User Terms and communicate the amended version on its Platform or by sending it to the User.
- 2.4. No Waiver. A failure by WOW to exercise or a delay in exercising a right or remedy provided by these User Terms or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these User Terms or by law by WOW prevents further exercise of that right or remedy or the exercise of another right or remedy.
- 2.5. Enforceability. If one or more provisions of these User Terms shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these User Terms. WOW shall replace this illegal, invalid or unenforceable provision by a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.
- 2.6. Good faith. Any issues that are not arranged for in these User Terms or any related part of the use of the Services shall be further discussed and agreed upon between the Parties in good faith, observing the principles of reasonableness and fairness.

Article 3. RIGHT OF USE AND LIMITATIONS

- 3.1. Right of use. Subject to these User terms, WOW will use commercially reasonable efforts to provide the Services to the User in accordance with these User Terms. Therefore, WOW grants the User during the time the User makes use of the Services the non-transferable (except as permitted below), non-exclusive right to access and use the Platform (and any Documentation provided to the User) to allow them to connect (as Fan) or get connected (as Creator) and other related functions that the Platform entails.
- 3.2. Limitations. The right as set out in Article 3.1 is granted to the User provided that (i) unless otherwise agreed between the Parties in writing, the User's use of the Platform does not include use by third parties other than Users; and (ii) the User may not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource otherwise commercially exploit or make the Platform or the Documentation available to any third party, except as expressly agreed in writing between the Parties.
- 3.3. Reverse engineering. The User may not reverse engineer, decompile, modify, disassemble or otherwise attempt to discover or make derivative works of the source code, underlying ideas, underlying user interface techniques or algorithms of the Platform by any means whatsoever, directly or indirectly, or disclose any of the foregoing. Any information supplied by or obtained by the User may not be disclosed to any third party or used to create any software as a service or software which is substantially similar to the expression of the Platform.
- 3.4. Data mining. You may scrape or otherwise index information on the Platform but only to a level which is reasonably acceptable within the scope of using a platform like the WOW Platform.
- 3.5. Compliance with use restrictions. WOW may monitor the User's compliance with these User Terms and, if WOW detects non-compliance thereof, deny further access to the Platform regardless of any Tickets

purchased but unused.

3.6. Excessive use. The User's use of the Platform must not cause undue strain or stress on the Platform through excessive API calls or other non-standard and/or excessive use. All Services provided by WOW may be used for lawful purposes only.

3.7. Additional restrictions. The Users are expressly prohibited from using the Platform for any purpose outside of the intended design and implementation of the User's authorized use of the Platform. Any replication or use of any aspect of the Platform or other WOW application or Services for any purpose designed or intended to compete with WOW's solutions is strictly prohibited.

3.8. Compliance with laws. Transmission or storage of any Content in violation of any Dutch or local laws is strictly prohibited. WOW reserves the right but not the obligation to monitor and edit all Content provided by Users.

Article 4. ADDITIONAL RIGHT TO RESTRICT OR EXCLUDE USE OF THE PLATFORM

4.1. Additional grounds. In addition to the provisions elsewhere in these User Terms, we are entitled at any time to suspend or (partially) terminate our obligations under the Services, if:

- 4.1.1 you do not timely and/or fully comply with your obligations under these User Terms, in which case suspension or (partial) termination of the access to the Platform and/or Services is permitted only to the extent justified by the failure;
- 4.1.2 we become aware of circumstances that give it good reason to fear that you will only partially or improperly fulfil your obligations under the User Terms, in which case suspension or (partial) termination of the access to the Platform and/or Services is permitted only to the extent justified by the failure;
- 4.1.3 circumstances arise which are of such a nature that fulfilment of the User Terms becomes impossible or can no longer reasonably be expected of us;
- 4.1.4 If the access to the Platform and/or the Services is (partially) terminated pursuant to these User Terms, WOW's claims against you shall become immediately due and payable. If we suspend performance of our obligations, we retain our rights under applicable law and these User Terms.

4.2. Damages. We always reserve the right to claim damages in case of suspension (partial) rescission or termination of any part of the Services or in connection to the use of the Platform.

Article 5. DATA MIGRATION, API AND WARRANTY

5.1. Applicability. The provisions of this Article 5 apply where the Parties agreed to make use of the Migration Service.

5.2. Existing Data. There may be technical or practical limitations that affect or prevent Migration of Existing Data or make it uneconomic or otherwise unworkable. Accordingly, the User accepts that the fees for Migration (as agreed between the Parties) and any timetable for Migration are subject to an assessment by WOW of the User's Existing Data after the agreed upon Migration Services become effective.

5.3. Assessment. The User will provide WOW with its Existing Data promptly after the date of agreed upon Migration Services and WOW will carry out an assessment, produce a Migration plan if WOW considers one is required, and informs the User of any change to the Migration Fees and timetable as a result of the assessment.

5.4. Professional services. We shall perform the Migration Services in a professional and competent manner. Furthermore, we shall provide and maintain current, accurate API documentation and technical specifications necessary for integration.

5.5. Reasonable efforts. We do not warrant that the Migration Services or API will be uninterrupted or error-free, or that they will meet your specific requirements, unless expressly agreed in writing. We will use commercially reasonable efforts to maintain API and Platform availability we strive for, but we do not guarantee 100% uptime.

5.6. Progress. We shall keep you informed of the progress of the Migration Services and shall promptly notify you of any problems or delays.

5.7. Cancellation of Migration. If the User does not wish to proceed with the revised Migration Fees and/or timetable, or if WOW decides it can no longer offer to Migrate the User's Existing Data, WOW will cancel the Migration Service by written notice to the User, without charge. WOW will then continue to provide the User with the Services.

Article 6. FEES AND PAYMENT TERMS

6.1. Applicable Ticket Revenue. WOW – as a service by WOW to the Users – shall solely act as an intermediary to directly and fully channel the part of the Ticket Revenue that accrues to the Creators in accordance with

these User Terms.

6.2. Change of Ticket Revenue. WOW reserves the right to change the distribution of the Ticket Revenue or other connected applicable charges.

6.3. Payment terms. Payment will be made by Users in accordance with the user terms of Stripe or those of any other third party payment processor, as shown each time any payment is made.

6.4. Payment to Creators. Payment of the part of the Ticket Revenue that accrues to Creators will be made by WOW to the Creators within 30 days of receipt of the connected Ticket Revenue by WOW.

6.5. Taxes. The User shall pay all personal property, sales, use, value-added, withholding, income and similar taxes (other than any taxes on WOW's net income) arising from the transactions described from time to time in connection with the Ticket Revenue, even if such amounts are not listed at the moment of payment. To the extent the User is exempted from sales or other taxes, the User agrees to provide WOW, upon request, with the appropriate exemption certificate.

Article 7. ADDITIONAL SERVICES

Additional costs. If on the instructions or in agreement with you any additional services are performed that are not included in the Services from time to time, the extra costs shall be charged to you as additional work at the agreed on rates. We are not obligated to honour additional services requests and may require that a separate agreement will be concluded for the purpose.

Article 8. INTELLECTUAL PROPERTY RIGHTS AND LICENSE FOR WOW

8.1. Intellectual Property Rights WOW. WOW shall retain all right, title and interest (including all Intellectual Property Rights) in and to the Platform, the Services and the Documentation (including application development, business and technical methodologies, and implementation and business processes, used by WOW to develop or provide the use of the Platform or Documentation), and any and all updates, upgrades, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to these User Terms, the User does not acquire any interest in the Platform or the Documentation. The User agrees that any suggestions, enhancement requests, feedback, recommendations or other information provided by the User or any Users relating to the Platform, the Services or the Documentation may be used by WOW without restriction or obligation to the User.

8.2. Intellectual Property Rights User. The User shall retain any and all of its Intellectual Property Rights to any Content stored, edited, processed or otherwise entered on the WOW OS and the User is responsible for protecting those rights. WOW takes no responsibility and assumes no liability for Content of the User or its Users posted through the Platform and/or the Services. However, by posting Content using the Platform respectively the Services, the User grants WOW the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Platform respectively the Services.

8.3. Ownership of Content and license to use. Content and any similar data provided to WOW by the User outside of the uploading process (either in hard copy or electronic format), is and shall remain the User's property (including any Intellectual Property Rights associated thereto). To enable WOW to provide the User with the Services, and subject to these User Terms, the User hereby grants to WOW a non-exclusive right to use, copy, distribute and display Content solely in connection with WOW's operation of the Platform respectively the Services on the User's behalf. You furthermore grant to WOW a limited, personal, non-exclusive right to use the Content in an responsible and secure form for internal product analysis and product development. The User, not WOW, shall have sole responsibility for the accuracy, integrity, and reliability of Content, and WOW will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Content.

8.4. Right to use Content and data. You hereby give your explicit consent to WOW to use all your Content and your (personal) data for internal use but also for benefit of the Services. This includes, but is not limited to, using the name of a Creator through an e-mail generated by WOW to connect as many Fans as possible to the specific Creator. WOW shall at all times apply best efforts to makes sure no personal data is used and where it does, enter into the 'data processing agreement' attached hereto as annex 1, with any relevant Party.

Article 9. THIRD PARTY SOFTWARE

Incorporated Third Party Software. WOW represents and the User acknowledges that the Platform and/ or Services may incorporate certain Third Party Software which may be governed by separate Intellectual Property Rights and license provisions, which may be found or identified in the Platform or the Documentation; those separate provisions are incorporated by reference into the Platform and/or the Services and the User agrees to the terms and conditions of such license. The User shall not (attempt to) modify or combine the

Platform and/or any Third Party Software in any manner that could cause the Platform to become subject to the terms of any license that applies to Third Party Software. Maintenance and support of Third Party Software is provided by the licensor of those products.

Article 10. MAINTENANCE, UPDATES AND UPGRADES

10.1. Maintenance. WOW and/or its hosting or telecommunications vendor(s) may perform maintenance within the maintenance windows as set out on the Platform. WOW shall, where practicable, give the User at least 5 days' prior written notice of scheduled maintenance that is likely to affect the Services or is likely to have a material negative impact upon the Services.

10.2. Updates and/or upgrades. WOW may install software updates and/or upgrades of the Platform, including patches and/or fixes. In the event of an upgrade and/or an update, WOW shall, where practicable, give the User at least 5 days' prior written notice of the application of such upgrade and/or update.

10.3. Reasonable standards. WOW shall maintain, update and upgrade the Platform in accordance with the standards of skill and care reasonably expected from a service provider in the industry. However, WOW does not warrant that these services will be uninterrupted or error free.

Article 11. SUPPORT

11.1. Basic Support. Unless otherwise stated in writing by WOW, the User is entitled to Basic Support with regard to the use of the Platform.

11.2. Reasonable standards. The Basic Support shall be in accordance with the standards of skill and care reasonably expected from a service provider in the industry. However, WOW does not make any warranties as to the results that may be obtained from the use thereof.

Article 12. PERSONAL DATA AND SECURITY MEASURES

12.1. Privacy laws. The Parties will at all times comply with their legal obligations with respect to the protection of (personal) data.

12.2. Privacy Statement. Processing by or on behalf of WOW of personal data within the framework of the Services takes place in accordance with the Privacy Statement of WOW.

12.3. Information security. If the Parties agree that WOW is obliged to provide a specific form of information security, this security shall meet the specifications in respect of security agreed between the Parties in writing. However, WOW shall not guarantee that the information security will be effective under all circumstances. If the agreed upon provisions do not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the Content and the costs associated with the implementation of the security measures are not unreasonable. More information about the security measures taken by WOW is set out in the Privacy Statement.

12.4. GDPR. The Parties shall at all times comply with any obligations under the General Data Protection Regulation (GDPR) regarding personal data protection and any other relevant law and regulations while processing personal data. Both Parties shall (i) limit processing of personal data to strict necessary data processing, (ii) take appropriate security measures to protect the (personal) data provided by the other Party, (iii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iv) notify the other Party of any breach of Personal Data at the latest within 72 hours after discovery.

Article 13. INFORMATION SECURITY

13.1. Audit. We conform to applicable information security regulations and we ensure that the Services are provided accordingly. We authorize you to have the processes and the Services audited by an independent auditor once per calendar year, or more frequently if there is reasonable cause due to a confirmed information security or privacy incident. You shall provide us with at least 30 days' prior written notice of any audit. Internal costs for the audit shall be borne by the Parties themselves. External costs for an audit shall be borne by WOW if material imperfections are found; otherwise, external costs shall be borne by you. Audits shall be conducted during normal business hours and shall not unreasonably interfere with WOW's operations.

13.2. Connected confidentiality. We require employees and other persons performing services on our behalf to maintain confidentiality with respect to the information and Content of which they may become aware.

13.3. User security. You are obliged to adequately secure your systems and infrastructure.

Article 14. CONFIDENTIALITY AND USE OF NAMES IN MARKETING

14.1. Confidential Information. Each Party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by (or on behalf of) the other Party; (b) not to use the Confidential Information of

the other Party except to the extent necessary to perform its obligations or exercise rights under the Agreement; (c) to limit the internal dissemination of Confidential Information to those employees and contractors of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality of Confidential Information in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). WOW will restrict its employees' access to the Creator's Confidential Information to only those employees necessary to successfully provide the Services. WOW may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for WOW in connection with the performance of the Agreement. Confidential Information shall not include information that: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the recipient Party, subsequent to disclosure by the disclosing Party; or (iv) the recipient Party becomes aware of from a third party not bound by non-disclosure obligations to the disclosing Party and with the lawful right to disclose such information to the recipient Party. This Article 14.1 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The Parties agree to give the other Party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

14.2. Use of names in marketing. We may use your name and credentials in an appropriate and acceptable manner for our standard marketing promotions, and we agree to cease or alter such use at your request where such use is contrary to your branding policies, could cause any brand confusion in the market or is otherwise objectionable to you. Acceptable and standard marketing promotions include, but are not limited to, client listings, press releases, surveys, interviews, reputable business publications, television, and website presentation and promotion. Separately, you may be requested by WOW to allow us to use one or more of your projects for similar promotions as described above but you are free to refuse such use.

Article 15. WARRANTIES, LIABILITY AND DISCLAIMER

15.1. User's warranties. The User warrants that the User (or its business) shall, at all times, comply with, and shall remain solely responsible for compliance with, all applicable laws and regulations, in connection with the use of the Platform by the User and shall not use the Platform for any illegal activities, and the User agrees to indemnify and hold WOW and its subsidiaries, affiliates, officers, directors, shareholders, agents, licensors, licensees, suppliers, other partners, employees and representatives harmless from and against any claim, demand, loss, or damages, including any third party or government claims, and any related costs and expenses (including reasonable attorneys' fees), arising out of or related to Content, the User's use of the Platform, or the User's violation of these User Terms.

15.2. Limitation of liability. To the extent not prohibited by applicable law, in no event shall WOW be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to the User's use or inability to use the Services however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if WOW has been advised of the possibility of such damages. The User may use the Platform at the User's own discretion and risk, and the User is solely responsible for any damage to or loss of the User's devices that directly results from the use of the Platform by the User. In the event WOW is liable for direct damages of the User, the total cumulative liability for direct damages for WOW shall be limited to the lower of (i) an amount not exceeding the total of the relevant part of the Ticket Revenue that accrues to the relevant User in the year prior to the damage-causing event or (ii) EUR 50.000,-.

15.3. Warranty disclaimers. Except as expressly set for in this Article 15, the Platform is provided to the User 'as is'. To the maximum extent permitted by law, WOW disclaims all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. WOW makes no commitments about the content within the Platform. WOW further disclaims any warranty that (a) the Platform will meet the User's requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Platform will be effective, accurate, or reliable (e.g. the information viewed through the Platform may contain errors or inaccuracies and may not be complete or current. Products may be mispriced, described inaccurately, or unavailable on the Platform); (c) the quality of the Platform will meet the User's expectations; or that (d) any errors or defects in the Platform will be corrected.

15.4. No limitation applicable. The limitations of liability set out in this Article 15 shall not apply if and to the extent that the mandatory law provides that liability cannot be excluded or limited or if the damage is caused due wilfulness or gross intent on the part of WOW

Article 16. FORCE MAJEURE

16.1. No liability. We shall not be liable for any failure to perform our obligations under the Services to the extent that such performance is delayed or prevented by a circumstance that qualifies as Force Majeure.

16.2. Notification. WOW shall notify you as soon as possible in the event of a Force Majeure situation. Parties shall then consult and discuss any necessary measures to minimize the consequences of the Force Majeure situation.

16.3. Continued Force Majeure. If the Force Majeure situation continues for a period longer than 2 consecutive months, each Party is entitled to terminate the Services with immediate effect without liability for damages by written notice to the other Party.

Article 17. GENERAL PROVISIONS

17.1. Entire Agreement. The User acknowledges that it has read the Agreement, understands its contents and understands that the User is bound by its terms and conditions. The User also agrees that the Agreement is the complete and exclusive statement of the agreement between WOW and the User which supersedes any proposal or prior agreement, whether oral or written, and any other communications between WOW and the User relating to the subject matter of the Agreement.

17.2. Applicable law. The Agreement and all matters arising out of or in connection with the Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of the Netherlands.

17.3. Dispute resolution. In case of any disputes arising out of or relating to the Agreement, WOW and the User shall endeavour to settle such disputes amicably. If WOW and the User are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands, provided always that, in case WOW is the plaintiff, WOW may at its sole discretion submit any such dispute to the competent courts in the venue of the User's registered office or address.

17.4. Successors. The Agreement will bind and inure to the benefit of both Parties and their respective heirs, personal and legal representatives, affiliates, successors and permitted assigns.

17.5. Material breach. In the event of a breach or threatened breach of the Agreement by either Party, the other shall have all applicable equitable as well as legal remedies.

17.6. Waiver. The failure by either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach of the Agreement will not be deemed a waiver by that Party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches.

17.7. Authorized representative. Both Parties acknowledge to be duly authorized and empowered to enter into and perform the Agreement.

17.8. Invalid provisions. If, for any reason, any provision of the Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement, and the Agreement shall continue in full force and effect to the fullest extent allowed by law. Both Parties knowingly and expressly consent to the foregoing terms and conditions.

17.9. Version. These User Terms were last amended on [DATE].

ANNEX 1: DATA PROCESSING AGREEMENT

In the context of the execution of the Subscription, WOW also processes personal data on behalf of Company. In this Annex 1 (the **Data Processing Agreement**) the Parties lay down the terms and conditions for the processing of personal data.

TAKING INTO ACCOUNT THAT:

- In the context of the performance of the Subscription WOW is to be regarded as a Processor within the meaning of the Privacy Legislation and Company is to be regarded as a Controller within the meaning of the GDPR;
- Privacy legislation requires that Processing be governed by an agreement or legal act that binds the Processor to the Controller and in which the subject matter and duration of the Processing, the nature and purpose of the Processing, the obligations of the Processor in relation to security incidents and Data Breaches, the type of Personal Data and the categories of Data Subjects, and the rights and obligations of the Controller are described; and
- the terms and conditions of this Processing Agreement form an integral part of the Subscription.

THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this Processing Agreement, capitalized terms shall have the meanings set forth below. If a capitalized term is not defined in this Processing Agreement, then that term shall have the meaning assigned to it in article 4 of the GDPR.

Annex an appendix to this Processing Agreement.

Security Incident means an actual, expected, or suspected i) breach of technical and organizational security measures leading to accidental or unlawful destruction, alteration, loss, unauthorized disclosure of, or access to, data, including Personal Data, ii) breach of Privacy Legislation or this Processing Agreement by a (former) Employee of the Processor or by another person, Subprocessor or other third party, and/or iii) event in which the security, confidentiality, integrity or availability of data, including Personal Data, has been or may reasonably have been compromised;

Privacy Legislation Privacy Directive (95/46/EC) and Directive on privacy and electronic communications (2002/58/EC), national laws implementing these directives and/or, where applicable, Regulation (EU) 2016/679 (General Data Protection Regulation/GDPR) and any legislation or regulation that amends or supplements the foregoing from time to time;

Subprocessor another processor engaged by the Processor to assist in the performance of Services;

Employees the employees and other persons, not being Sub-processors, engaged by Processor, whose activities fall under the responsibility of Processor and who are engaged by Processor to perform the Services;

1.2 This Processing Agreement and the Annexes are an appendix to the Subscription and, as such, form an integral part thereof. A reference to the Processing Agreement includes a reference to the Annexes.

1.3 In the event of any inconsistency between the provisions of this Processing Agreement and the Subscription, the provisions of this Processing Agreement shall prevail.

1.4 In the event of the invalidity or voidability of one or more provisions of this Processing Agreement, the remaining provisions shall remain in full force and effect.

Article 2. PURPOSES OF PROCESSING

2.1 The Processor undertakes, under the terms and conditions of this Processing Agreement, to process Personal Data on behalf of and on the instructions of the Controller, as set out in **Annex 1.A**. Processing will only take place on the instructions of the Controller in the context of the performance of the Agreement(s) for the following purposes:

- a) Processing orders and payments for the Data Controller's products or services;
- b) Storing the Data Controller's data in the cloud and providing associated online services, managing the Data Controller's accounting and financial administration;
- c) Offering and managing the Processor's online Customer Relationship Management package for the Controller;
- d) Sending newsletters on behalf of the Controller;
- e) Managing the Controller's customer administration;
- f) Those purposes that are reasonably related to the purposes mentioned above or those purposes that are further determined by the Parties.

2.2 The Personal Data processed by the Processor in the context of the activities referred to in article 2.1 of this Processing Agreement and the categories of Data Subjects from whom this data originates are listed in **Annex 1.A**. The Processor shall not process the Personal Data for any purpose other than that specified by the Controller. The Controller shall inform the Processor of the processing purposes insofar as these are not already specified in this Processing Agreement. The Processor is permitted to use the Personal Data within the limits of the Privacy Legislation for the improvement of its products, services, and service provision.

2.3 The Personal Data to be Processed on behalf of the Controller shall remain the property of the Controller and/or the relevant data subjects.

Article 3. OBLIGATIONS OF THE PROCESSOR

3.1 With regard to the processing referred to in article 2 of this Processing Agreement, the Processor shall ensure compliance with the Privacy Legislation.

3.2 The Processor shall, at the Controller's first request, inform the Controller of the measures it has taken with regard to its obligations under this Processing Agreement.

3.3 The obligations of the Processor arising from this Processing Agreement also apply to those who process Personal Data under the authority of the Processor, including but not limited to Employees or Sub-processors.

3.4 The Processor shall comply with all reasonable instructions from the Controller in connection with the Processing of Personal Data. The Processor shall immediately notify the Controller if, in its opinion, an instruction from the Controller is in conflict with the Privacy Legislation.

3.5 The Processor shall, to the extent within its power, assist the Controller in carrying out data protection impact assessments (DPIAs) and prior consultation with the supervisory authority, if required.

Article 4. TRANSFER OF PERSONAL DATA AND SUBPROCESSORS

4.1 Personal data may only be transferred to countries outside the European Economic Area or to international organizations if there is an adequate level of protection, in accordance with Articles 44 to 49 of the GDPR, and the Controller has given specific written consent for this. This specific written consent is only granted if it is included in Annex B.

4.2 The transfers of Personal Data outside the European Economic Area or to international organizations for the performance of the Subscription are further described in **Annex 1.B**.

4.3 The Controller has given general consent for the engagement of Sub-processors listed in **Annex 1.B**. **Annex 1.B** contains a link to an overview of all Sub-processors with whom the Processor works, including their place of business and the nature of the Processing. The Processor guarantees that its Subprocessors will comply with the obligations under this Processing Agreement and is liable for any damage caused by errors made by these third parties as if it had committed the error(s) itself.

Article 5. DIVISION OF RESPONSIBILITY

5.1 The permitted Processing will be carried out by Employees of the Processor within an automated environment.

5.2 The Processor is only responsible for the Processing of the Personal Data under this Processing Agreement, in accordance with the instructions of the Controller and under the express (final) responsibility of the Controller. The Processor is expressly not responsible for any other Processing of personal data, including, but not limited to, the collection of Personal Data by the Controller, processing for purposes not notified by the Controller to the Processor, processing by third parties and/or for other purposes.

5.3 The Controller guarantees that the content, use, and assignment of the Processing of Personal Data as referred to in this Processing Agreement are not unlawful and do not infringe on any rights of third parties.

Article 6. SECURITY

6.1 The Processor shall ensure that the Personal Data is adequately secured. In order to prevent loss and unlawful processing, the Processor shall take appropriate technical and organizational measures, taking into account the manageable risks, the state of the art, and the costs of the security measures. The Processor shall, taking into account the state of the art, the implementation costs, as well as the nature, scope, context, the purpose of the Processing, and the likelihood and severity of the various risks to the rights and freedoms of Data Subjects, take appropriate technical and organizational measures to ensure processing in accordance with the Privacy Legislation and to ensure an appropriate level of security.

6.2 The Processor does not guarantee that the security will be effective under all circumstances. If an explicitly described security measure is missing from this Processing Agreement or the Subscription, the Processor will endeavour to ensure that the security meets a level that is not unreasonable, taking into account the state of

the art, the sensitivity of the Personal Data, and the costs associated with implementing the security measures.

6.3 The Controller must follow the reasonable instructions of the Processor and impose these instructions on persons under its authority when this benefits the security of Personal Data. The Processor may give these instructions by means of electronic messages, through its services, or through its general terms and conditions. The Processor is not liable for security breaches resulting from the Controller's failure to follow instructions.

6.4 In order to guarantee continuity and security, the Processor makes use of periodic backups and has robust recovery plans in place. The Processor also performs periodic analyses of the access granted to the system in order to identify any risks in a timely manner. In particular, the following measures are taken:

- Access to Personal Data is protected by a username and password. Passwords are stored using irreversible hashing. Secure communication with server (HTTPS/SSL)
- Physical access to the servers where the data is stored is restricted to authorized persons.

Article 7. REPORTING OBLIGATION

7.1 In the event of a Security Incident, the Processor shall notify the Controller thereof. The Processor shall endeavour to do so within 48 (forty-eight) hours after the Processor has discovered the Security Incident, or as soon as possible after the Processor has been informed thereof by any Subprocessors. Further agreements on the manner in which this will be done are included in article 7.3 of this Processing Agreement. The Processor shall provide the Controller with the information it reasonably needs to make a correct and complete report to the Dutch Data Protection Authority and, if necessary, to the Data Subject(s) in the context of the obligation to report Security Incidents in accordance with the Privacy Legislation, or the Processor shall forward the report from the Subprocessor to the Controller. The Controller will also be kept informed of the measures taken by the Processor or the Subprocessor in response to the Security Incident.

7.2 The reporting of Security Incidents to the Dutch Data Protection Authority and (where applicable) Data Subject(s) is always the responsibility of the Controller.

7.3 The reporting obligation includes, in any case, reporting the fact that a Security Incident has occurred. In addition, the reporting obligation includes:

- the nature of the breach in relation to Personal Data, where possible stating the categories of Data Subjects and Personal Data concerned and, approximately, the number of Data Subjects and Personal Data registers concerned;
- the name and contact details of the data protection officer or another contact point where more information can be obtained;
- the likely consequences of the personal data breach;
- the measures proposed or taken by the Processor to address the Personal Data breach, including, where appropriate, measures to mitigate any adverse effects thereof.

Article 8. HANDLING REQUESTS FROM DATA SUBJECTS

In the event that a Data Subject submits a request to the Processor to exercise his/her legal rights, the Parties will handle the Data Subject's request in mutual consultation. In that case, the Controller remains ultimately responsible for the handling of the request.

Article 9. SECRECY AND CONFIDENTIALITY

9.1 All Personal Data that the Processor receives from the Controller and/or collects itself in the context of this Processing Agreement is subject to a duty of confidentiality towards third parties.

9.2 This confidentiality obligation does not apply insofar as the Controller has given explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary given the nature of the assignment and the execution of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

Article 10. AUDIT

10.1. The Controller has the right to have audits carried out by an independent third party bound by confidentiality to verify compliance with all points of the Processing Agreement and everything directly related to it.

10.2. The Processor shall cooperate with the audit and make all information reasonably relevant to the audit, including supporting data such as system logs, and employees available as soon as possible.

10.3. The findings of the audit will be assessed by the Processor and may, at the Processor's discretion and in the manner determined by the Processor, be implemented by the Processor.

10.4. The reasonable costs of the audit shall be borne by the Controller, unless the findings of the audit show that the Processor has not complied with the provisions of the Processing Agreement or the Privacy Legislation.

Article 11. LIABILITY AND INDEMNIFICATION

11.1. The Controller guarantees that the content, use, and instruction to Process Personal Data under the Subscription is not unlawful and does not infringe on any rights of Data Subjects and/or Third Parties.

11.2. The Processor is only responsible for the processing of Personal Data within the framework of the Subscription, in accordance with the instructions of the Controller and under the express (final) responsibility of the Controller.

11.3. The Processor is not liable for loss or damage caused by a breach of the Privacy Legislation by the Controller. The Controller indemnifies the Processor against all claims from Sub-processors, Third Parties, Data Subjects, or other persons in respect of the aforementioned damage and losses, and against all (legal) costs incurred by the Processor in that context and any fines imposed on the Processor.

11.4. The limitation of the Processor's liability under the Subscription applies mutatis mutandis to damage relating to the Processing of Personal Data. The Processor's liability towards the Controller, on whatever grounds, as well as any obligation to pay fines or indemnify, is therefore limited in accordance with the limitation of the Processor's liability as included in the Subscription.

11.5 The Processor shall not be liable for damage resulting from the Controller's failure to comply with the GDPR or other laws or regulations, or from incorrect or incomplete instructions from the Controller, or from the use of systems, software, or data provided or prescribed by the Controller. The Controller fully indemnifies the Processor against all claims from Third Parties (including supervisory authorities) based on such damage. The indemnification applies not only to damage suffered by third parties (both material and immaterial), but also to all reasonable costs incurred by the Processor in connection therewith, including but not limited to legal costs, consultancy costs, investigation costs, and the costs of any fines, penalties, or penalties imposed on the Processor as a result of the actions or omissions of the Controller.

Article 12. DURATION AND TERMINATION

12.1. This Processing Agreement shall be effective as of the effective date of the Subscription.

12.2. The duration of this Processing Agreement is equal to the duration of the Subscription. This Processing Agreement cannot be terminated separately from the Subscription. Upon termination of the Subscription the Processing Agreement shall terminate by operation of law and vice versa.

12.3. After termination of the Processing Agreement, for whatever reason and in whatever manner, the Processor shall, for the benefit of the Controller, retain all personal data in its possession in original or copy form for a period of 6 (six) months in order to return it to the Controller, and/or delete and/or destroy it, at the discretion of the Controller. Six months after termination, the Processor shall completely and permanently delete and/or destroy the original personal data and any copies thereof. If the Controller opts to have the original personal data and/or any copies thereof returned to the Controller (or a third party designated by the Controller), the costs of all materials and work required for this purpose shall be charged to the Controller.

12.4. This Processing Agreement may be amended in the same manner as the Subscription.

12.5. The obligations under this Processing Agreement that by their nature are intended to continue after the termination of the Processing Agreement shall continue after termination.

ANNEX 1.A: SPECIFICATION OF PERSONAL DATA AND DATA SUBJECTS

Within the framework of article 1.1 of the Processing Agreement and the Subscription, the Processor will process the following (special) Personal Data on behalf of and under the instructions of the Controller:

- First name
- Last name
- Email
- Date of birth
- Phone number
- Gender
- Street
- House number
- House number addition
- Postal code
- City
- Profile photo

From the categories of data subjects:

- Staff

- Potential customers
- Customers

The Controller guarantees that the Personal Data and categories of Data Subjects described in this **Annex A** are complete and correct, and indemnifies the Processor against any defects and claims resulting from incorrect representation by the Controller.

ANNEX 1.B: SUB-PROCESSORS AND TRANSFERS OF PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

Sub-processors

The Controller has given general consent for the engagement of Sub-processors. The current list of Sub-processors can be consulted here [\[INSERT LINK\]](#).

Transfers of personal data outside the European Economic Area

The Controller has given the Processor specific consent for the transfers to third countries or international organizations. The current list with information about these transfers can be consulted here [\[INSERT LINK\]](#).