

Terms of Service Surfly B.V.

Updated Dec 7, 2023

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A CONTRACT BETWEEN YOU AND SURFLY AND GOVERN INTER ALIA THE USE BY YOU, YOUR AGENTS AND END USERS OF OUR WEBSITE AT WWW.SURFLY.COM (THE "SITE") AND ALL OF THE PRODUCTS AND SERVICES OFFERED BY SURFLY B.V.

These Terms apply to all agreements concluded by Surfly and to all legal relations, offers and agreements between Surfly and you on the grounds of which Surfly supplies one or more products to you and/or performs certain jobs and/or services for you ("Agreement(s)"). Any deviations from these Terms shall apply only if and insofar as they have been agreed in writing by you and us.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting any Agent or End User to access or use the Service, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company, organization or another legal entity (an "Entity"), you are agreeing to these Terms for that Entity and representing to Surfly that you have the authority to bind such Entity and its affiliates to these Terms, in which case the terms "you," "your" or related capitalized terms herein shall refer to such Entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms and may not use the Service.

If you have any questions about these Terms, please contact us through our Site or email us at support@surfly.com.

SERVICE

Surfly B.V. (registration number Chamber of Commerce: 55526446) with offices at Singel 373 C in (1012 WL) Amsterdam ("Surfly", "We", "Us" and/or "Our") provides hosted web-browser sharing and online communication solutions for online sales and support through the Site and any applicable Software (as defined below) (collectively, the "Service"). The Service is provided by Surfly to you and any individual or entity to whom you grant the right to access the Service through your account as an agent and/or administrator as identified through a unique login ("Agent"), or as an End User collaborating with you or your Agents via the Service ("End User"), subject to the terms of these Terms and all modifications thereto and/or other rules that may be published by Surfly. We may notify you of updates or modifications to or new versions of the Service. Your usage of the updated

or new versions of the Service confirms your acceptance of the new or updated Service, and is also subject to these Terms. Surfily shall not be obliged to provide any updates. Surfily may, in its sole discretion, provide troubleshooting assistance. Any implementation services agreed on will be provided on a time and material basis against Surfily's then current fees, unless otherwise agreed. Such services are always "inspanningsverbintenissen (in Dutch language)" which means that Surfily shall never be liable and/or in default should the services not have the desired or agreed result unless Surfily has not, in providing the services, used its reasonable best efforts.

GENERAL CONDITIONS AND RESTRICTIONS

During the term of your subscription to the Service ("Subscription", and such term, the "Subscription Term"), you have the non-exclusive limited right to use the Service solely for your own internal, personal or commercial use as an online platform to communicate with your End Users. You agree to provide true, accurate, current and complete information as required by Surfily. You agree not to transfer, lease, rent, assign, sublicense or resell the Service, in whole or in part, unless you are an authorized partner of Surfily and only pursuant to a separate partners' agreement entered into between you and Surfily ("Partners' Agreement"), and you further agree not to allow any third party, other than your Agents and End Users, to access the Service. You are responsible for compliance with the provisions of these Terms by your Agents and End Users, and for any and all activities that occur under your account.

You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Service (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Surfily's published policies then in effect.

You understand and acknowledge that we have no obligation to monitor any portion of the Service, including without limitation, data, information, feedback, suggestions, text, content and other materials uploaded, posted, delivered, published, provided or otherwise linked, transmitted or stored (hereafter, "Post" or "Posted") by you, your Agents or your End Users (collectively, "Your Content"). By posting Your Content on or through the Service, you grant Surfily a worldwide, non-exclusive, fully paid licence to use for the duration of the Agreement to use, modify, display and perform Your Content as is necessary to provide the Service only, and this should not be used or shared with any other parties without your prior written consent. You acknowledge that you bear sole responsibility for Your Content, including (a) making any determination as to whether you have the legal right to store, reproduce or otherwise make use of Your Content in the manner contemplated by you; (b) and complying with all domestic and international laws and any other

legal obligations associated with Your Content, including, but not limited to, copyright, trademark, trade secret, defamation, privacy, decency, security and export laws. You acknowledge and agree, however, that Surfly shall have the right to monitor the Service and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect the Service.

Surfly cannot guarantee the security of any information you disclose online. You acknowledge by entering into the Agreement that you are aware of our limitations with respect to state of the art security and privacy rules and that Surfly will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

As part of the registration process, you and each Agent may be required to identify a username and password for your account ("Login Credentials"). You agree and acknowledge that each Agent will be identified by a unique Login Credential and that an Agent Login Credential may only be used by one (1) individual. You will not share an Agent Login Credential among multiple individuals. You and your Agents are responsible for maintaining the confidentiality of all Login Credentials for your account and you shall be fully liable for any use made of your account whether or not such use is made by you or not and/or with your permission or not. Subject to any limitation on the number of individual Agents available under your selected Service plan, access to and use of the Service is restricted to the specified number of individual Agents permitted under your Subscription.

You and your Agents are responsible for maintaining the confidentiality of Login Credentials and agree to immediately notify us of any unauthorized use of the Service or any other breach of security related to the Service known to or suspected by you. Surfly assumes no responsibility for the deletion of or failure to store electronic messages, chat communications, or other information or content submitted by you, your Agents or your End Users using Surfly, whether submitted as part of the Service or otherwise.

You shall comply with any codes of conduct, policies or other notices that Surfly provides you or publishes on the Site in connection with the Service. If you violate these Terms, you may be permanently or temporarily banned from using the Service at Surfly's sole discretion without any compensation being owed to you by us in this respect.

You agree not to use the Service:

- To promote illegal activities or violate any applicable law;
- To violate the intellectual property rights of Surfly and any third parties;
- In a manner that has the potential to interfere with the use, enjoyment, deployment or operation of the Service by others;
- To post, store or transmit any content that (a) you do not have a right to post under any law or under contractual or fiduciary relationships; (b) contains software viruses or any other computer

code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (c) poses or creates a privacy or security risk to any person; (d) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; or (e) is otherwise objectionable in Surfly's sole judgment;

- To harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- To modify, adapt or hack the Service, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks and/or to use the Service to modify, adapt or hack the systems or services of other parties or persons and/or to use the Service to impersonate another party and/or person.

Surfly reserves the right to refuse to transmit or to remove any information or materials, in whole or in part, that, in its sole discretion, Surfly deems at first glance in violation of any law, the rights of others or these Terms. Should it, after a refusal to transmit or a removal by Surfly, be established that the respective information or materials were not in violation of the law, the rights of others or the Terms, Surfly shall not become liable as a result of any of its actions regarding such information or materials.

In the event you shall, according to Surfly in its sole discretion:

- Display, upload or promote obscene, indecent, pornographic or sexually explicit activities or content;
- Promote abusive, threatening, hateful, harmful, harassing, libelous or violent behavior;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

Surfly shall be entitled to refuse to transmit or to remove any of such information and/or material as well as to terminate the Services and/or the Agreement without becoming liable in any way.

In addition to Surfly's rights as set forth in the Termination section of these Terms, Surfly reserves the right, in its reasonable discretion, to temporarily suspend your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service (for which Surfly shall use commercially reasonable efforts to notify you in advance); (b) during any unavailability caused by circumstances beyond Surfly's reasonable control, such as, without limitation, technical failures beyond Surfly's reasonable control (such as, without limitation, inability to access the Internet or failure of infrastructure systems), the non-fulfilment of the obligations of any of Surfly's suppliers, acts of war, acts of terror or other civil unrest, acts of vandalism, natural disaster or other acts of God, strike, unavailability of energy sources, acts of government, or acts undertaken by third

parties, including without limitation, distributed denial of service attacks (collectively, “Force Majeure Events”); or (c) if Surfily suspects or detects any malicious software connected to your account or use of the Service by you, or your Agents or End Users.

You, your Agents or End Users will use the Surfily Software only as an integral component of the Surfily Product(s). You agree not to do any of the following:

- Copy the source code of the Service or its content;
- Translate the Service or its content;
- Reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code of the Service, modify, alter, duplicate, or make copies of the Service, or the Site;
- Modify, adapt, translate or create any derivative works of the Software or merge the Software into any other software;
- Use the Software for development, compilation, debugging and similar design-time purposes;
- Unless authorized in writing by Surfily, use Surfily’s Javascript snippet on webpages which generate over 1,000,000 visits per month or over 500 concurrent visitors at any given time;
- Access the Service by any means other than through the interface that is provided by Surfily for use in accessing the Service;
- Impersonate any other person or entity, including without limitation any Surfily official, or misrepresent your affiliation with any other person or entity;
- Send unsolicited bulk e-mail (spam) with a link to the Service (including Surfily’s support and chat widget) or the Site, or a link to a website that contains a link to the Service or the Site;
- Use, copy, modify, or transfer the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by Surfily. Your rights or those of Agents or End Users, will be nonexclusive and, except as expressly permitted by Surfily, non-assignable.

INTELLECTUAL PROPERTY RIGHTS, PRIVACY AND CONFIDENTIAL INFORMATION

You acknowledge and agree that Surfily is the sole owner of the Service including without limitation, all applicable worldwide copyrights, patents, trademarks, and trade secrets, database rights and all other intellectual property rights and confidential information appurtenant thereto.

Personally identifiable data collected by Surfily in the course of fulfilling its obligations under the Agreement may be used by Surfily in accordance with the then-current Surfily privacy statement located at surfily.com/privacy and provided such use is in accordance with the applicable privacy laws, in particular the General Data Protection Regulation and the Telecommunication Act. You acknowledge that no title, right or interest to the intellectual property in the Service transfers to you as a result of your Subscription or other use of the Service. You further acknowledge that title and full ownership rights to the Service will remain the exclusive property of Surfily and you will not acquire any rights to the Service except as expressly set forth herein. You are not permitted to

disseminate any information that is made available to you, as a licensee, by Surfly, including without limitation, Login Credentials. Any rights not expressly granted herein are reserved.

You will keep confidential, and will not disclose to third parties (except as expressly permitted by this clause) any information disclosed by Surfly to you (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (a) was marked as “confidential”; (b) was described by Surfly as “confidential”; or (c) may reasonably be qualified by you to be confidential; and the terms (but not the existence) of the Agreement (hereinafter: “Confidential Information”). You will protect the confidentiality of the Confidential Information using appropriate security measures. The Confidential Information may be disclosed by you to your employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.

These obligations of confidentiality will not apply to Confidential Information that:

1. has been published or is known to the public (other than as a result of a breach of the Agreement);
2. is known to you, and can be shown by you to have been known to you, before disclosure by Surfly; or
3. is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.

In no event, neither during nor after the termination of the Agreement shall you have the right to use Surfly's Confidential Information for any purpose other than the purpose of the Agreement.

THE SERVICE FUNCTIONALITY

A complete overview of the Service features and functionalities can be found on Surfly's website.

Licensee acknowledges that even though Surfly is continuously developing the Service, no promises can be made in terms of new features for the Service being available. As such, Licensee explicitly agrees that Licensee licenses the Service based upon its current functionalities as explained on Surfly's website as of the date of the applicable License Agreement or actually shown live during a demo to Licensee by a member of the staff of Surfly prior to the date of the applicable License Agreement.

The Parties specifically agree that in no case will a refund or cancellation of a License Agreement or related contract be possible because Licensee had the impression that certain functionalities were available in the Service promised by a member of staff of Surfly unless Licensee has read about the existence of such features on Surfly's website or seen this demoed to them in an online demo or said functionalities have been confirmed to be available in the Service in written form (i.e. by email). System updates on provided functionalities are included within the License Fee and will be provided at no additional charge to the Licensee.

Certain new functionalities (i.e. those not mentioned in License Agreement), such as additional modules or additional work needed to support the customers environment, may not be included within the License Fee and may be charged separately at the discretion of Surfly. Development of additional functionalities and specific modifications for Licensee may be charged separately on an hourly or other basis, depending on circumstances. If the requested functionalities are considered to be an added value to the Service by Surfly, i.e. for other clients, but not a priority, they can be made a priority and developed at a 50% reduced hourly fee. If the functionalities are not considered to be an added value for other clients by Surfly, Surfly may decide not to develop these or if so at the full hourly rate. If requested functionalities are considered to be an added value to the Service by Surfly and a priority, the development of such functionalities will be done at no additional costs.

DISCLAIMER OF WARRANTIES

The service is provided "as is, as available" without warranty of any kind, either express or implied. Without limiting the foregoing, Surfly specifically disclaims any and all warranties, including, but not limited to:

- any warranties concerning the availability, accuracy, security, usefulness, interoperability, or content of the service; and
- any warranties of non-infringement, title, merchantability or fitness for a particular purpose. This disclaimer applies to any damages or injury caused by the service, including without limitation as a result of any failure of performance, error, omission, interruption, deletion, defect, delay or error in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record.

It is your sole responsibility to isolate the service and execute anti-contamination services and otherwise take steps to ensure that services or other information obtained from the Service, if

contaminated or infected, will not damage your information or system. Surflyn makes no warranty regarding any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from Surflyn, shall create any warranty not expressly made herein. Surflyn assumes no responsibility for the deletion or failure to store, deliver or timely deliver any information, chat records or messages.

LIMITATION OF LIABILITY

In no event shall Surflyn, its officers, directors, employees, advisors, parents, subsidiaries, affiliates, agents, successors or assignees, be liable to any person:

- for any indirect, special, punitive, incidental or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of programs or information and the like), in any way arising out of the delivery, performance, or use of the service, even if Surflyn shall have been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise; or
- for any claim attributable to errors, omissions, or other inaccuracies in, or destructive properties of the Service, or any other software or other content. Because some states or jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for consequential or incidental damages, in such states or jurisdictions and in the event such states' or jurisdictions' mandatory law supersedes the parties' choice for Dutch law, Surflyn's liability shall be limited to the fullest extent permitted by law.

You agree that in no event, whether such liability is caused by any default or tort or other cause, will Surflyn's total liability exceed the total of the fees, if any, paid by you for your subscription during the 12-month period immediately preceding the alleged claim or alleged cause of action or, if no fees apply, one hundred (€100) Euro and at all times limited to a maximum of € 20.000,- with only direct damage being eligible for compensation, and only insofar as the caused damage can be attributed to Surflyn at law.

No limitation of Surflyn's liability applies in the event such liability is the result of the intent to cause damage or of gross negligence both of a member of Surflyn's management team.

EXPORT RESTRICTIONS

You agree that you will not share the Service to any country, person, entity, or End User in violation of EU and/or US export restrictions.

INDEMNIFICATION

Surfly will indemnify and hold you harmless, from and against any claim against you by reason of your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Surfly shall, at its expense, defend such IP Claim and pay damages finally awarded against you in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Surfly for such defense, provided that (a) you promptly notify Surfly of the threat or notice of such IP Claim, (b) Surfly will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim, and (c) you fully cooperate with Surfly in connection therewith. If use of the Service by you, your Agents or End Users has become, or in Surfly's opinion is likely to become, the subject of any such IP Claim, Surfly may at its option and expense (a) procure for you the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Surfly, terminate your Subscription and repay you, on a pro-rated basis, any prepaid portion of fees attributable to the remainder of the term of your Subscription, previously paid to Surfly. Surfly will have no liability or obligation under this Indemnification Section with respect to any IP Claim if such claim is caused in whole or in part by (a) compliance with designs, data, instructions or specifications provided by you; (b) modification of the Service by anyone other than Surfly; or (c) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Indemnification Section state the sole, exclusive and entire liability of Surfly to you and constitute your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by you, your Agents or End Users.

By using the Service, you agree to indemnify and hold Surfly harmless from and against any claims brought against Surfly arising in connection with or related to the use of the Service by you, your Agents or End Users in breach of any of the provisions, terms or conditions set forth in these Terms, provided that Surfly as soon as reasonably possible notifies you of the threat or notice of such a claim. In the event Surfly shall fail to notify you timely such late notice shall not prejudice Surfly's rights hereunder provided, however, should such late notice lead to damage on your side, the amount you shall indemnify Surfly for shall be lowered with the amount of your damages. A late notice shall never lead to an obligation of Surfly to pay you otherwise.

TERMINATION

Either Surfly or you may terminate the Agreement and your Subscription as of the end of your then-current Subscription Term upon written notice to the other, on or prior to the thirty (30) days preceding the end of such Subscription Term. Unless your Subscription is so terminated, your Subscription will renew for a Subscription Term equivalent in length to the then-expiring Subscription Term. Unless otherwise agreed to in writing, the fees applicable to your Subscription for any such subsequent Subscription Term shall be Surfly's standard fees for the Service plan to which you have subscribed as of the time such subsequent Subscription Term commences.

No refunds or credits for fees or payments will be provided to you if you elect to terminate your Subscription prior to the end of your then-effective Subscription Term. Following the termination or cancellation of your Subscription, Surfly reserves the right to delete all Your Content in the normal course of operation. Your Content cannot be recovered once your Subscription is cancelled.

If you terminate your Subscription prior to the end of your then-effective Subscription Term, or Surfly effects such termination or cancellation under these Terms, in addition to other amounts You may owe Surfly, You must immediately pay any then unpaid Subscription charges associated with the remainder of such Subscription Term. Such amounts and charges will not be payable by you in the event you terminate Your Subscription to the Service or cancel Your account as a result of a material breach of the Agreement by Surfly, provided that you provide advance notice of such breach to Surfly and afford Surfly not less than thirty (30) days to reasonably cure such breach.

Surfly may, in its sole discretion and without prejudice to any other right or remedy Surfly may have under these Terms and/or the Agreement and/or the applicable law, terminate, discontinue or modify the Service or your use of the Service (or any part thereof), permanently or temporarily, if Surfly believes that you, your Agents or End Users have violated these Terms and/or the terms of the Agreement. This includes the removal or disablement of Your Content in accordance with the Copyright Infringement Notice & Takedown Policy. Unless legally prohibited from doing so, Surfly will use commercially reasonable efforts to contact you directly via email or your account to notify you prior to taking any of the foregoing actions detailed in this paragraph. Surfly shall not be liable to you, your Agents, End Users or any other third party for any such modification, suspension or discontinuation of your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by you, your Agents or End Users may be referred to law enforcement authorities at Surfly's sole discretion.

Upon termination of your Subscription, you will immediately cease all use of the Service and any documentation provided to you, and return or destroy all copies thereof. Your right and license to use the Service shall immediately cease upon termination. You shall thereafter have no right, and Surfly shall have no obligation, to forward Your Content or any messages or information to you,

your End Users or any other third party. Except as otherwise expressly provided herein, all accrued rights to payment and all sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, restrictions on the use of the Service, payments obligations for any amounts owed, indemnities, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and we reserve all other available remedies in contract, law or equity.

PRICES AND PAYMENT

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a Subscription payment plan and provide Surflyn information regarding your credit card or other payment instrument. You represent and warrant to Surflyn that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Surflyn the amount that is specified in Your selected Subscription payment plan in accordance with the terms of such plan as presented on the Site or any order form provided by and entered with Surflyn ("Surflyn License Order Form"). You hereby authorize Surflyn to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your Subscription, and you further agree to pay any charges so incurred. If you dispute any charges you must let Surflyn know within sixty (60) days after the date that Surflyn bills your payment instrument. Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You shall be responsible for all taxes associated with your Subscription. In this regard, you indemnify Surflyn against all claims of the tax authorities and against all losses, fines and costs resulting therefrom.

If a fixed price has been expressly agreed in the Agreement or an Surflyn License Order Form for one or more Services for a specified (license) subscription period, Surflyn is entitled to adjust those (fixed) price(s) after the expiration of the agreed (license) subscription period or in case of an extension of the Agreement.

Notwithstanding the foregoing, Surflyn shall have the right to make adjustments to its prices (fixed or general) on an annual basis at the beginning of each subsequent calendar year to reflect annual changes in the national Consumer Price Index (CPI). Surflyn shall use reasonable efforts to inform you in advance of such price increases.

In case of an Agreement for indefinite subscription term Surflyn reserves the right to adjust prices and rates at all times without notice if the prices have increased or if other circumstances have arisen that justify an adjustment of the price.

In the event that you fail to pay Surflyn the amounts due within the agreed period, statutory commercial interest shall be applied and will fall due accordingly by you on the outstanding

amount without any requirement from Surflyn to communicate a notice of default. You will reimburse Surflyn for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest. Timely payment of all amounts due is a condition precedent to all of Surflyn's obligations and your rights under this Agreement.

FORCE MAJEUR

Surflyn shall not be liable to you, your Agents, End Users or any other person for any delay or failure in the performance of the Agreement or for loss or damage of any nature whatsoever suffered by you or such persons due a Force Majeure Event as defined herein.

In the event of such Force Majeure Event, as well as any other circumstance which Surflyn could not reasonably have prevented or avoided and which prevents the performance of any obligation to you, Surflyn may suspend performance of the Agreement without incurring any obligation to pay compensation.

EXPORT CONTROLS

The Service and other Software or components of the Service which Surflyn may provide or make available to you, your Agents or End Users may be subject to U.S. export control and economic sanctions laws, or similar regulations by a non-U.S. agency or authority, including without limitation the EU and The Netherlands. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software and such other components by you, your Agents and End Users. You shall not access or use the Service if you are located in any jurisdiction in which the provision of the Service or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and you shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction, (c) you shall not permit your Agents or End Users to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions, and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you, your Agents and End Users are located.

OTHER SERVICES

You may be able to enable, access or use third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service

links to, or which you may connect to or enable in conjunction with the Service, including, without limitation, products or services provided by affiliates of Surfly (collectively, "Other Services"). If you decide to enable, access or use Other Services, be advised that your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and Surfly does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Content) or any interaction between you and the provider of such Other Services. You irrevocably waive any claim against Surfly with respect to such Other Services. Surfly is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Other Services, or your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, you are expressly permitting Surfly to disclose your account credentials as well as Your Content as necessary to facilitate the enablement and use of such Other Services.

MISCELLANEOUS

These Terms and any Surfly Order Form or Agreement (the "Agreement") constitute the entire agreement, and supersede any and all prior agreements or understandings between you and Surfly with regard to the subject matter hereof. These Terms and any Surfly Order Form or Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation you or any Entity which you represent provide (all such terms or conditions shall be null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. Any general terms and conditions of you or any entity shall not apply. Their applicability is negated explicitly by us.

Notwithstanding the foregoing, additional terms may apply to certain features of the Service (the "Additional Terms"). The Additional Terms will be considered incorporated into these Terms when you activate the feature. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Surfly may amend these Terms, in which case the new Terms will supersede prior versions. Surfly will notify you via the Site or your account no less than ten (10) days prior to the effective date of any such amendment and your continued use of the Service following the effective date of any such amendment may be relied upon by Surfly as your consent to any such amendment. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Surfly's electronic or physical administration will provide full evidence of any and all of Surfly's statements. However, you shall be entitled to provide evidence to the contrary.

The End User's obligations under the said agreement will remain in effect for as long as the End User continues to possess or use the Surfly Software. You may not assign this Agreement without the prior written consent of Surfly. Surfly may transfer, assign, sublicense or pledge, in any manner whatsoever, any of its rights and obligations under this Agreement to a subsidiary, affiliate, or successor thereof, or to any third party whatsoever, without notifying you or receiving your consent.

Any waiver (express or implied) by Surfly of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. No provision of the Agreement may be waived except by a written instrument expressly waiving such provision and signed by a duly authorized officer of Surfly.

By entering into this Agreement, you acknowledge that you are transacting business with Surfly in The Netherlands. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of The Netherlands, without regard to the principles of conflicts of law and, unless otherwise elected by Surfly in a particular instance, you hereby expressly agree to submit to the exclusive jurisdiction of the Amsterdam Court for the purpose of resolving any dispute between Surfly and you, e.g. relating to your access to or use of the Service.

As an exception of the previous paragraph, and only in case your company is located in the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA. In that case, without giving effect to principles of conflicts of laws, you and Surfly hereby irrevocably attorn and submit to the jurisdiction of the Provincial and Federal courts situated in said Province or State. Any trial by jury shall be waived by the parties to the greatest extent permitted by applicable laws.

Should you be of the opinion that the Services do not comply in any way, you should complain in sufficient detail as soon as is reasonably possible, however always within two weeks after you have discovered or should reasonably have discovered such non-compliance. Further you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Vienna Sales Convention does not apply to this Agreement.

The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.