

20/11/2017

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## TERMS OF SERVICE

We thank you for willing to participate in testing the beta version of our product. Your confirmation to perform this beta testing constitutes an agreement to maintain in confidence any information you may be exposed to as a result of this beta testing.

You hereby further agree that this beta testing does not constitute and shall not constitute in the future an “offer-to-sale”. The information you may be reviewing herein may be the subject of patents, trademarks and copyrights of the company and hence your cooperation in maintaining confidentiality is appreciated. If you have any questions about this agreement for confidential disclosure please do not hesitate to in touch by sending an e-mail to: [ian@digitalshowroom.nl](mailto:ian@digitalshowroom.nl) . If you have any questions please let me know.

These Terms of Service (“Terms of Service” or “Agreement”) govern the services offered by DIGITAL SHOWROOM (“GOODFAST.WEBSITE” or “us” or “we” or “our”) including the website at [www.GOODFAST.WEBSITE](http://www.GOODFAST.WEBSITE) as well as any other related websites, toolbars, widgets, or other distribution channels we may, from time to time, operate (collectively, “DIGITAL SHOWROOM”) and any other features, content, services or applications offered, from time to time, by us (collectively, including GOODFAST.WEBSITE, the “Services”). This Agreement sets forth legally binding terms for your use of the Services. By using the Services, you agree to be bound by these Terms of Service, whether you are a “Website Creator” (which means that you have registered to utilize our tools to build a website (“Website“)), a “Member” (which means that you have registered on one of the GOODFAST.WEBSITE hosted Websites), or a “Visitor” (which means that you are visiting GOODFAST.WEBSITE or any hosted Website). The term “User” refers to a Visitor or a Member or a Website

Creator. By browsing or registering with, creating or using any Website or Services on GOODFAST.WEBSITE you are agreeing to these Terms of Service, and these Terms of Service along with any other guidelines we may post from time to time (collectively, the “Guidelines“) will govern your use of the Services. PLEASE READ CAREFULLY THESE TERMS OF SERVICE BEFORE USING THE WEBSITE AND/OR SERVICES, AS THEY AFFECT YOUR RIGHTS AND LIABILITIES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR ANY OF THE GUIDELINES, YOU MUST CEASE USE OF THE SERVICES.

## 1. Eligibility

DIGITAL SHOWROOM offers its Services to its Users. It shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in any Service.

Without limiting the foregoing, use of and membership in the Services is void where prohibited. By using the Services, you represent and warrant that: (a) you are fully able and competent to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms of Service; and (b) If you are using or creating a Website on or through GOODFAST.WEBSITE as a representative of a company or legal entity: (i) you represent that you have the authority to enter into this Agreement on behalf of that company or entity, and (ii) you agree that the terms “you” and “your” in this Agreement refers to your company or legal entity; and (c) all registration information you submit is truthful and fully accurate; and (d) you shall maintain the accuracy of such information; and (e) you are at least 13 years of age; and (f) your use of the Services does not violate any applicable law or regulation. You acknowledge and accept that your account and Website (as applicable) may be deleted and your membership may be terminated without notice, if, at our sole discretion, we suspect that you are in violation of any of the above provisions.

## 2. Paid Services

Some of the Services offered on GOODFAST.WEBSITE require payment of fees (“Paid Services“). If you elect to sign up for Paid Services, you agree to pay all applicable fees in connection with such Paid Services selected by you, as further described therein. You authorize DIGITAL SHOWROOM, to make any inquiries it

considers necessary to validate your account and financial information as provided while signing up for such Paid Services, whether directly or via third parties, at our discretion.

It is hereby clarified, that all GOODFAST.WEBSITE rates and fees in connection with Paid Services or otherwise, exclude all taxes, duties, levies, fees, charges or tolls imposed by applicable taxing authorities, and you shall be fully responsible and liable in connection with payment of such taxes, duties, levies, fees, charges or tolls. You hereby agree to pay for any such taxes, duties, levies, fees, charges or tolls that might be applicable due to your use of the Services and payments made by you to DIGITAL SHOWROOM. DIGITAL SHOWROOM reserves the right to change its rates and at any time, by publishing the revised rates on GOODFAST.WEBSITE with no further notice.

### 3. Password

By becoming a Member or a Website Creator you will also be requested to choose a password for your account. You are solely responsible for maintaining the confidentiality of your password, and fully responsible for all activities that occur under your account. You agree not to use the account, username or password of another User at any time or to disclose your password to any third party or do anything else that might jeopardize the security of your account. You agree to notify us immediately of any unauthorized use of your password or account or any breach of security and understand that we reserve the right to take legal action against individuals who misuse accounts and memberships on GOODFAST.WEBSITE . In addition, You acknowledge and accept that we shall not be liable for losses sustained by you due to unauthorized use of your account and/or Website and that you shall be fully liable for any and all costs and/or losses sustained by us or by third parties due to such unauthorized use.

### 4. User Data and Website Content Control

You control the Websites you create using the Services and DIGITAL SHOWROOM does not claim any ownership rights in any text, files, images, photos, videos, sounds, musical works, comments, recommendations, forums, listings, logos, trademarks, postings, messages, tags, works of authorship, animation, or any other work or authorship added to or submitted with any of the foregoing (collectively,

“Content”) posted by you or by Visitors or Members of your Websites. Therefore, DIGITAL SHOWROOM takes no responsibility for any Content located on your Website and DIGITAL SHOWROOM has no obligation to monitor Such Content or your Website. You are therefore responsible for the removal of any such Content that is in violation of these Terms of Service or applicable law and for ensuring compliance with these Terms of Service and applicable law. By visiting or becoming a Member of a Website created by using the Services, you agree that the Content and information you provide during the registration process (including your email address) and other interactions with the Website may be accessed by the Website Creator and their authorized representatives and administrators. Similarly, by adding or using a service provided by one of our affiliates or business partners, you agree that the Content and information you or your Website Visitors or Members provide in the interactions with your Website as well as that service may be accessed by the respective affiliate or business partner and their authorized representatives. We require Website Creators, affiliates and business partners to respect your privacy settings and our privacy guidelines, but your agreement with that Website affiliate or business partner will control how they can use the Content and information shared with them. BE SURE TO CAREFULLY READ AND UNDERSTAND THE PRIVACY SETTINGS, TERMS AND PRIVACY POLICIES OF THAT WEBSITE OR SERVICE PRIOR TO YOUR INTERACTIONS WITH SUCH WEBSITE AFFILIATE OR BUSINESS PARTNER. Note that DIGITAL SHOWROOM cannot guarantee that such third parties will comply with their contractual requirements, and DIGITAL SHOWROOM does not assume any liability or responsibility for any third party’s actions, or for enforcing any agreements such third parties may enter into with you or with us.

As a Website Creator, you and your authorized representatives and administrators will have access to the email address of the Members of your Website, along with certain information, Content and data provided or collected during their registration and use of your Website (“Website Member Data”). DIGITAL SHOWROOM may also provide you with access to certain Visitor data that we collect as part of our Services (collectively with Website Member Data and other data you collect, “User Data”). You agree to have a privacy policy or otherwise make it clear to your Visitors and Members what User Data you are going to use and how you will use, display or share that data. You further agree that, as between you and DIGITAL SHOWROOM,

subject to this Agreement and each User's rights: (i) DIGITAL SHOWROOM owns all right, title and interest, including all intellectual property rights, in and to the User Data collected by us, and (ii) you own all right, title and interest, including all intellectual property rights, in and to the User Data collected by you. Notwithstanding the foregoing, in order for DIGITAL SHOWROOM to run your Website on GOODFAST.WEBSITE , you hereby grant DIGITAL SHOWROOM a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, fully paid-up, royalty-free right and license to:

(i) use, reproduce, store, modify, create derivative works of, distribute, publicly perform and display the User Data on or through GOODFAST.WEBSITE and in all current and future media in which the Services may be distributed; (ii) use and disclose the User Data and related metrics in an aggregate or other non-personally identifiable manner (including, for use in targeting advertising in a non-personally identifiable manner through and in connection with GOODFAST.WEBSITE ); and (iii) use User Data for other purposes permitted by the DIGITAL SHOWROOM privacy guidelines.

#### 5. Obligation to Protect User Data

If you collect or have been provided access to User Data, you hereby agree not to use, display or share User Data in a manner inconsistent with the User's privacy settings, our Terms of Service and Guidelines, and all applicable laws and regulations. You hereby further agree that your use and disclosure of User Data shall be reasonably protective of each User's rights and in no event shall you observe standards of privacy and confidentiality in connection with the use and disclosure of User Data that are less stringent than the standards set forth in our privacy guidelines. You agree to promptly delete all User Data: (i) relating to any User who de-authorizes, disconnects or otherwise disassociates from your Website or service, or (ii) if we disable your Website or Services, or (iii) upon request by us or the User. DIGITAL SHOWROOM is not required to keep back-up copies of User Data on GOODFAST.WEBSITE once the Website or User Data is deleted. DIGITAL SHOWROOM makes no guarantee that User Data will be safely stored on GOODFAST.WEBSITE or elsewhere. You may independently back-up User Data, to the extent permitted herein and by applicable laws and regulations. You acknowledge that DIGITAL SHOWROOM may

terminate the account of any User (including Members of your Website(s)) in accordance with this Agreement, but shall have no obligation to do so and you shall have no claim against us in such respect.

## 6. Proprietary Rights to Content

By displaying or publishing/posting any Content on or through the Services, you hereby grant to DIGITAL SHOWROOM a limited license to use, modify, publicly perform, publicly display, publish, reproduce, distribute, list information regarding, edit, translate, and make derivative works of such Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed for use in connection with the Services. Without this license, DIGITAL SHOWROOM would be unable to provide the Services.

The license you grant to DIGITAL SHOWROOM is non-exclusive, fully paid and royalty-free, transferable and sub-licensable, and worldwide. Unless you have shared your Content with others, and they have not deleted it, this license will terminate at the time you remove your Content from the Services, but you understand and agree that your Content may continue to appear on GOODFAST.WEBSITE or Websites after you remove it from the Services, as portion of your Content may remain on pages cached by third parties, incorporated into RSS feeds, User profiles or other features, or archived on servers. When you post any Content on a Website, you provide the Website Creator, other Members of that Website or the public in general with permission to view and use your Content depending on the Website's privacy settings and policies, and you shall have no claim against us in respect to such use. DIGITAL SHOWROOM (1) offers on GOODFAST.WEBSITE links to Content hosted on third party websites, the use of which is subject to the license terms of such Content, at your full responsibility; and (2) allows you to post Content, as well as download, embed or link to Content hosted on third party websites. You acknowledge that we do not have the ability to determine the rightful owner of such Content and do not monitor the Services and/or Websites for Content infringement by Users. Therefore, you represent and warrant that:

(i) you own the Content posted by you on or through the Services or otherwise have the right to grant the license set forth in this section, and (ii) the use and/or posting of

your Content on or through the Services does not violate the privacy rights, publicity rights, intellectual property rights, moral rights, contract rights, license terms of such Content or any other rights of any third party. You agree to pay for all royalties, fees, penalties and any other monies owing any person by reason of any infringing Content posted by you to or through the Services, including any infringement by your Members and/or Visitors. If a Website is removed from GOODFAST.WEBSITE , the Content associated with that Website may also be deleted at the discretion of the Website Creator or DIGITAL SHOWROOM. You should be aware that DIGITAL SHOWROOM is not required and may not keep back-up copies of Content on GOODFAST.WEBSITE once the Website or Content is deleted. Additionally, DIGITAL SHOWROOM makes no guarantee, either during or after the term of this Agreement, that your Content will be safely stored on GOODFAST.WEBSITE .The DIGITAL SHOWROOM Services contain proprietary content that is protected by copyright, trademark, patent, trade secret and other laws in the United States and around the world (the "DIGITAL SHOWROOM Content"). DIGITAL SHOWROOM owns and retains all rights in the DIGITAL SHOWROOM Content and the Services. DIGITAL SHOWROOM hereby grants you a limited, freely revocable, non-sub licensable license to reproduce and display the DIGITAL SHOWROOM Content (excluding any software code) solely for your personal use in connection with using the Services as permitted herein. As between you and GOODFAST.WEBSITE , all the intellectual property rights in the DIGITAL SHOWROOM technology, which does not include your Content, are owned by DIGITAL SHOWROOM or its licensors. The DIGITAL SHOWROOM Services contain Content of Users and other DIGITAL SHOWROOM licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, archive, transmit, distribute, perform, display, decompile, reverse engineer, attempt to access the source code, create derivative works from, rent or sell any Content appearing on or through the Services without permission of the Content owner. GOODFAST.WEBSITE Website may contain links and content of third parties not controlled or owned by us, including but not limited to affiliates or business partners of DIGITAL SHOWROOM. You hereby acknowledge that we have no control and assume no responsibility or liability for any such content or actions of any third party, and you shall have no claim against us for any such content and/or actions.

## DIGITAL SHOWROOM 7. Content Posted

You may not use the Services to post, disseminate or communicate any obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, content communicated by other Users may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and DIGITAL SHOWROOM assumes no responsibility or liability for this material. If you become aware of misuse of the Services, please contact us by sending an email to [ian@digitalshowroom.nl](mailto:ian@digitalshowroom.nl) .

Without assuming any obligation to do so, DIGITAL SHOWROOM may delete any Content or suspend any Website or account associated with it, that in the sole judgment of DIGITAL SHOWROOM violates this Agreement or that may be offensive or illegal, or violate the rights, harm, or threaten the safety of any person. DIGITAL SHOWROOM assumes no responsibility for monitoring the Services for inappropriate Content or conduct. If, at any time, DIGITAL SHOWROOM chooses, in its sole discretion, to monitor the Services, DIGITAL SHOWROOM nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. You are solely responsible for the Content that you post on or through any of the Services, and any material or information that you transmit to other Users and for your interactions with other Users. DIGITAL SHOWROOM does not endorse and has no control over the Content. Content is not necessarily reviewed by DIGITAL SHOWROOM prior to posting and does not necessarily reflect the opinions or policies of DIGITAL SHOWROOM. DIGITAL SHOWROOM makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to, or receive from, other Users. For the avoidance of doubt, the abovementioned refers to links to Content hosted on third party websites offered by GOODFAST.WEBSITE , as well.



## 8. Prohibited Content and Activity

The following is a partial list of the kind of Content and activity that is prohibited on any Website and through the use of the Services. DIGITAL SHOWROOM reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict or terminate your access to all or any part of the Services at any time, with or without prior notice, and without liability, if we believe you are in violation of this provision. DIGITAL SHOWROOM further reserves the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, reporting it to, and cooperating fully with, law enforcement authorities. Prohibited Content and activity includes, but is not limited to, Content or activity that in the sole discretion of DIGITAL SHOWROOM:

- interferes with, disrupts, impairs or creates an undue burden on the Services or the networks or services connected to the Services;
- may constitute or contribute to a crime or tort;
- communicates any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or otherwise infringes or violates someone else's rights;
- engages in unlawful multi-level marketing, such as a pyramid scheme;
- is illegal, misleading, harmful, malicious, hateful, threatening, bullying, harassing, discriminatory, invasive of personal privacy or publicity rights, humiliating to other people (publicly or otherwise), libellous, pornographic, or that contains nudity or graphic or gratuitous violence;
- involves sending or otherwise posting unauthorized commercial communication (such as spam);
- solicits or posts personal identifying information from other Users, or knowingly collects any information from minors under the age of 13;
- solicits login information or accessing an account belonging to someone else;
- makes automated use of the system, such as using scripts, bots, spiders or scrapers, to send messages, log into accounts, or collect Users' Content or information;
- facilitates or encourages any violation of these Terms of Service.
- attempts to impersonate another person or entity, including, but not limited to, a Member or DIGITAL SHOWROOM official, to falsely state or otherwise misrepresent

your affiliation with a person or entity;

- provides false personal information on GOODFAST.WEBSITE , or creates an account for anyone other than yourself without permission;
- creates and maintains a Website that (i) redirects to another web page or (ii) stores or hosts content for remote loading by other web pages;
- uploads viruses or other malicious code;
- involves selling or otherwise transferring your account without our prior permission;
- uses the Services to hyperlink to content not permitted on GOODFAST.WEBSITE ;

### 9. Third Party Interaction

YOU AGREE TO COMPLY WITH THE LICENSE AND RESTRICTIONS APPLICABLE TO EACH ITEM OF CONTENT YOU POST, COPY, ACCESS, OR USE (INCLUDING THIRD PARTY CONTENT) AND WE SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR ANY FAILURE ON YOUR PART TO COMPLY WITH THE TERMS AND CONDITIONS OF SUCH LICENSE AND RESTRICTIONS.

You understand that by using GOODFAST.WEBSITE you may be exposed to Content that is offensive, objectionable, or indecent, and that you use GOODFAST.WEBSITE at your own risk. Content from other Users or third parties is made available to you through Websites and GOODFAST.WEBSITE. The inclusion of any such Content on GOODFAST.WEBSITE does not imply our affiliation or endorsement of such Content. Because DIGITAL SHOWROOM does not control such Content, you agree that DIGITAL SHOWROOM is not responsible for any such Content, including without limitation, any advertising and information about third-party products or services, or the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of any such Content. Your interactions with other Users and third parties on GOODFAST.WEBSITE, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the User or third party as applicable. Like with any web-based interaction, we suggest that you use caution and good judgment. You agree that DIGITAL SHOWROOM is not responsible for any loss or damage incurred as the

result of any such dealings or with respect to any other User's or third party's use or disclosure of your personal information. If there is a dispute between you and any third party (including any User), DIGITAL SHOWROOM is under no obligation to become involved. You release DIGITAL SHOWROOM, its officers, employees, agents and successors from claims, demands and damages of every kind or nature arising out of or related to any disputes with other Users and third parties. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect. Additionally, DIGITAL SHOWROOM, Website Creators, Users or third parties may provide hyperlinks on GOODFAST.WEBSITE or Websites, or any other form of link or redirection of your connection to other sites ("Third Party Sites"). Links to these Third Party Sites are provided solely for your convenience and in no way does the inclusion of any link on GOODFAST.WEBSITE or any Website imply our affiliation or endorsement of the linked site, their business practices (including their privacy policies) or any information therein. DIGITAL SHOWROOM expressly disclaims responsibility for the accuracy, quality, legality, nature, availability or reliability of Third Party Sites linked to by or through GOODFAST.WEBSITE .

ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD PARTY SITES OR AVAILABLE THROUGH THIRD PARTY SITES, IS SOLELY AT YOUR OWN RISK. You further agree to abide by GoDaddy's anti-spam policy as GoDaddy are our partner with respect to domains provided to you. GoDaddy and/or DIGITAL SHOWROOM reserve the right to investigate and take appropriate action against anyone who, in our or GoDaddy's sole discretion (as applicable), violates the GoDaddy anti-spam policy or these Terms of Service, including without limitation, immediate disconnecting of sites and deletion of accounts and legal actions.

#### 10. DIGITAL SHOWROOM Marks; Templates

DIGITAL SHOWROOM trademarks, logos, service marks, images, trade names and other distinctive branding features used in connection with the Services are the

trademarks and sole property of DIGITAL SHOWROOM and may not be used without permission. Other trademarks that may appear on our Services are the property of their respective owners. DIGITAL SHOWROOM reserves the right to include within your Website applicable DIGITAL SHOWROOM copyright and trademark notices for DIGITAL SHOWROOM and links to our Terms of Service, privacy guidelines and other Guidelines. All notices and links will be displayed consistently in such form and placement as determined by DIGITAL SHOWROOM. For purposes of this Agreement, all templates offered by DIGITAL SHOWROOM are copyrighted material and are considered part of GOODFAST.WEBSITE . Such templates are offered for use to DIGITAL SHOWROOM Users under a limited license only, and are not offered for sale or unbridled use. Such license limits use of DIGITAL SHOWROOM templates to Websites hosted by DIGITAL SHOWROOM. DIGITAL SHOWROOM templates may not be transferred to or hosted on another web host or Internet Service Provider.

#### 11. Support of Your Website

As a Website Creator, you are responsible for implementing and maintaining all security and support for your Website(s), including answering questions from your Members and Visitors. If you are a Website Creator and have any question with regards to your account, please email us at [ian@digitalshowroom.nl](mailto:ian@digitalshowroom.nl)

#### 12. Price Changes and Promotions

Today, our Paid Services include various options for our Website Creators such as connecting to a domain, hosting. All prices are subject to change from time to time. DIGITAL SHOWROOM may choose to temporarily change the fees for the Paid Services for promotional or new services, and such changes are immediately effective when GOODFAST.WEBSITE posts the temporary promotional event or new service on GOODFAST.WEBSITE.

Any changes to fees for Paid Services that are not temporary or promotional will be valid and binding as of the posting such changes on GOODFAST.WEBSITE . The revised fees for Paid Services will apply to you as of the posting of such changes on GOODFAST.WEBSITE if you are a User who registers or first uses GOODFAST.WEBSITE on or after the posting of the revised fees, and/or in regard to Paid Services not yet purchased by you at such time. Unless otherwise stated, all

fees are quoted in U.S. Dollars.

In addition to Paid Services, as a Website Creator you may purchase other paid services which may be provided as a one-time transaction or recurring subscription in connection with additional services. Such Paid Services may be provided solely by us or in collaboration with affiliates or business partners. You may be presented with additional terms related to a specific purchase before you confirm such transaction. Without derogating from this Agreement, those additional terms will also govern that transaction.

Please note that if you enter into a transaction with a third-party, such as by purchasing an item through a Website hosted on GOODFAST.WEBSITE , and have a dispute over the goods or services you purchased we assume no responsibility and shall have no liability for such goods or services.

### 13. Payments

You are responsible for paying all fees and applicable taxes associated with the Paid Services in a timely manner with a valid payment method. You authorize DIGITAL SHOWROOM to charge your credit card, charge card, debit card, PayPal, or financial institution account (herein "Payment Method") for all charges to your accounts with DIGITAL SHOWROOM.

When you provide a Payment Method to us, you confirm that you are permitted to use that Payment Method. You also authorize us to collect and store it, along with other related transaction information. When you make a purchase, you authorize us (and our designated payment processor) to charge the full amount to the Payment Method you designate for the transaction. FOR THE SERVICES, WE ONLY OFFER RECURRING PAYMENTS; THEREFORE, YOU AGREE THAT DIGITAL SHOWROOM MAY AUTOMATICALLY CHARGE THE FEE TO YOUR PAYMENT METHOD AT THE BEGINNING OF EACH RECURRING PERIOD. For example, if you choose a monthly plan, you will be billed every month on the anniversary date of the date you clicked either of the "purchase" / "add to cart" / "subscribe"/"buy" buttons.

It is hereby clarified that as long as DIGITAL SHOWROOM does not receive a request for Paid Services termination in writing to one of the addresses listed on GOODFAST.WEBSITE under "Contact Us," DIGITAL SHOWROOM will continue to charge you for the Paid Services for as long as your account remains active,

regardless if the Paid Services are being actually used or not. If, at any time, you contact your bank or credit card company and reject the charge of any payable fees due to the Paid Services, this act will be considered a breach of your obligations under these Terms of Services and your use of the Paid Services will be automatically terminated with no notice. Your use of the Paid Services will not resume until you re-subscribe for any such Paid Services, subject to our discretion. You acknowledge and agree that any credit card and related billing and payment information that you provide to DIGITAL SHOWROOM may be shared by DIGITAL SHOWROOM with third parties, such as payment processors and/or credit agencies, for the purpose of checking credit, effecting payment to DIGITAL SHOWROOM and servicing your account.

If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee. You agree to pay DIGITAL SHOWROOM all charges incurred under your account for any Paid Service in which you or anyone else who uses your account (including children, family, friends or other third parties) enroll in accordance with this Agreement and any applicable Paid Services terms. If your Payment Method fails or your account is past due, (a) you agree to pay all amounts due on your account upon demand and reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted, and (b) DIGITAL SHOWROOM may collect fees owed using other collection mechanisms (this includes charging other payment methods on file with us), and (c) DIGITAL SHOWROOM reserves the right to either suspend or terminate your Paid Services or your account with DIGITAL SHOWROOM, including deletion of your Website from GOODFAST.WEBSITE . EXCEPT AS MAY BE SET FORTH HEREIN, ANY FEES CHARGED TO YOUR ACCOUNT ARE NON-REFUNDABLE.

You agree to submit any disputes regarding any charge to your account in writing to DIGITAL SHOWROOM within twenty (20) days of such charge, otherwise such dispute will be considered waived and such charge will be final and not subject to

challenge by you.

#### 14. Taxes and related charges

You are responsible for paying any governmental taxes imposed on your use of GOODFAST.WEBSITE , including, but not limited to, sales, use, or value added taxes. If requested, you will promptly furnish to DIGITAL SHOWROOM the applicable receipts and/or certificates regarding such remittances as soon as reasonably practicable. To the extent that DIGITAL SHOWROOM is obligated to collect such taxes, the applicable tax will be added to your billing account.

#### 15. Money-Back Guarantee

Paid Services include a 14-day money-back guarantee. If you are dissatisfied with your service for any reason, you will receive a full refund (minus domain name registration fee and overage charges) if you cancel your paid services within 14 days of the activation of your account. The 14-day money-back guarantee may NOT apply to certain services (as indicated therein), such as domain name registration. It is hereby clarified, that once you purchase your domain name, you are its owner and it cannot be "returned" Under this Section 15 or otherwise under this Agreement.

#### 16. DIGITAL SHOWROOM Platform Policies

(a) You may not use profanity or others' trademarks in the name, domain or subdomain of your Website; (b) You may not edit or remove the DIGITAL SHOWROOM link at the bottom of your Website unless you purchase a Premium Service; (c) The DIGITAL SHOWROOM ID link may not be edited and must be available in the Sign in and Sign up pages of your Website; (d) The DIGITAL SHOWROOM Terms of Service may not be edited and must be available in the Sign Up page of your Website.

#### 17. Copyright Infringement

Without derogating from Sections 6, 7, 8, 9 of this Agreement, you may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights and you hereby agree to fully comply with the license terms and restrictions applicable to each item of such copyrighted material, trademarks, or other proprietary information. It is our policy to respond to

clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (DMCA) of 1998, as may be amended from time to time. In addition, we may terminate, without notice, the membership privileges and accounts of those determined by us to be repeat infringers. If you are a copyright owner and you believe that any content hosted on GOODFAST.WEBSITE infringes your copyrights, then you may submit a notification in writing to the following address:

DIGITAL SHOWROOM, Dorpsdijk 150a, 3161 CE, Rhoon, Netherland or to [ian@digitalshowroom.nl](mailto:ian@digitalshowroom.nl)

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- your address, telephone number, and email address;
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a description of where the material that you claim is infringing is located on our Services, such as by providing us the URLs to the content;

As a Website Creator, you agree to have a policy for removing infringing Content and terminating repeat infringers. In addition, you agree to promptly (and in any event in no later than 24 hours) address any copyright owner's written notice (including any notices forwarded to you by DIGITAL SHOWROOM) that specified Content posted on a Website that you control infringes that third-party's rights (including copyrights), provided that the notice substantially complies with the legal requirements. If you receive a counter-notice from the applicable User instructing you to replace the allegedly infringing Content, you agree to promptly comply with it to the extent required by law and to forward a copy of it to DIGITAL SHOWROOM immediately. DIGITAL SHOWROOM may remove any allegedly infringing Content without any liability to you or to the User that posted such Content. In all such matters, we strongly recommend that you consult your attorney to confirm your obligations under applicable laws. You are solely responsible and liable for complying with all applicable laws in connection with your Website.



## 18. DIGITAL SHOWROOM Communications

It is our policy to provide notifications, whether such notifications are required by law or are for Service related purposes, to you via email or, written or hard copy notice, or through posting of such notice on our website, as determined by DIGITAL SHOWROOM in its sole discretion. By providing DIGITAL SHOWROOM your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as updates, user communications, newsletters, changes to features of the Service, or DIGITAL SHOWROOM offers. If you do not want to receive certain email messages, you may opt out by contacting us at [ian@digitalshowroom.nl](mailto:ian@digitalshowroom.nl) . Opting out may prevent you from receiving valuable messages regarding updates, improvements, offers, or communications from other Users. Notwithstanding the above, DIGITAL SHOWROOM reserves the right to send you notices about your account even if you opt out of all voluntary email notifications and you shall have no claim against us in such respect.

## 19. Privacy of Your Information

We care about the privacy of our Users. Your information may be stored and processed in any country in which DIGITAL SHOWROOM and its service providers maintain facilities. In this regard, or for purposes of sharing or disclosing data in accordance with this Agreement, DIGITAL SHOWROOM reserves the right to transfer information outside of your country and by using the Services, you consent to any such transfer of information outside of your country and shall have no claim against us for such transfer of information.

## 20. Indemnity

You agree to indemnify, defend, and hold harmless DIGITAL SHOWROOM, its subsidiaries, and affiliates, and their respective shareholders, officers, agents, co-branders or other partners, employees, and third party Paid Service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to: (a) any Content you submit, post, transmit, link, or make available through GOODFAST.WEBSITE ; or (b) your use or misuse of the Services; or (c) your connection to the Services; or (d) your breach or

alleged breach of this Agreement; or (e) your violation of any rights (including intellectual property rights) of a third party. DIGITAL SHOWROOM reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of DIGITAL SHOWROOM. DIGITAL SHOWROOM will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### 21. Disclaimer of Warranties

YOUR USE OF GOODFAST.WEBSITE , AND ALL WEBSITE CODE, PLATFORM CODE, APIS, SERVICES, THIRD PARTY SOFTWARE, AND CONTENT (INCLUDING THIRD PARTY CONTENT), ARE AT YOUR SOLE RESPONSIBILITY AND RISK. GOODFAST.WEBSITE , AND ALL WEBSITE CODE, PLATFORM CODE, SERVICES, THIRD PARTY SOFTWARE, AND CONTENT (INCLUDING THIRD PARTY CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DIGITAL SHOWROOM ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. IM CREATOR AND ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS DISCLAIM ANY WARRANTY THAT GOODFAST.WEBSITE , OR ANY WEBSITE CODE, PLATFORM CODE, APIS, SERVICES, THIRD PARTY SOFTWARE, OR CONTENT (INCLUDING THIRD PARTY CONTENT) WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT GOODFAST.WEBSITE , OR THE SERVER THAT MAKES GOODFAST.WEBSITE , AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IM CREATOR MAKES NO GUARANTEE REGARDING: (A) THE VOLUME AND QUALITY OF ANY TRAFFIC TO YOUR WEBSITE; OR (B) THE COMPATIBILITY OF YOUR CODE OR ANY OTHER CODE WITH ANY

DIGITAL SHOWROOM TECHNOLOGY.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, AND ALL WEBSITE CODE, PLATFORM CODE, APIS, SERVICES, THIRD PARTY SOFTWARE, AND CONTENT (INCLUDING THIRD PARTY CONTENT), IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL AS WELL AS DAMAGES OF IM CREATOR AND/OR THIRD PARTIES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DIGITAL SHOWROOM, ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS OR AGENTS, OR THROUGH OR FROM GOODFAST.WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. DIGITAL SHOWROOM IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER ON GOODFAST.WEBSITE, PLATFORM, APPLICATIONS OR WEBSITES AND ASSUMES NO LIABILITY THEREBY.

## 22. Limitation of Liability

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL DIGITAL SHOWROOM, ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, SUPPLIERS, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR: (A) ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, BUSINESS OR PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF IM CREATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OR THE INABILITY TO USE THE SERVICES, ANY WEBSITE OR PLATFORM; OR (B) ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY OF OUR GUIDELINES (IN THE AGGREGATE FOR ALL POTENTIAL CLAIMS BY YOU) IN EXCESS OF THE SMALLER OF : (i) €100 AND (ii) THE TOTAL AMOUNTS PAID TO DIGITAL SHOWROOM BY YOU IN THE TWELVE MONTHS IMMEDIATELY

PRECEDING THE INITIAL NOTICE OF ANY CLAIM. THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES OR OTHERWISE PROVIDED BY ANY THIRD PARTIES OTHER THAN DIGITAL SHOWROOM RECEIVED BY YOU THROUGH OR ADVERTISED ON GOODFAST.WEBSITE OR RECEIVED BY YOU ON ANY THIRD PARTY SITES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. NOT WITHSTANDING THE ABOVE, YOU HEREBY WAIVE ANY AND ALL ADDITIONAL RIGHTS GRANTED TO YOU, TO THE EXTENT PERMITTED BY LAW AND YOU AGREE THAT THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

### 23. Changes to DIGITAL SHOWROOM Services

DIGITAL SHOWROOM reserves the right at any time (and from time to time) to modify, suspend, or discontinue providing the DIGITAL SHOWROOM Services or any part thereof with or without notice. DIGITAL SHOWROOM will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services

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### 24. Amendments

We may amend, modify, change, add or remove portions of this Agreement or any Guidelines at any time, without notice to you, by posting a revised version on [www.GOODFAST.WEBSITE](http://www.GOODFAST.WEBSITE) or elsewhere on GOODFAST.WEBSITE . The revised version will be effective immediately at the time we post it. Please check this Agreement and any Guidelines periodically for changes. Your continued use of GOODFAST.WEBSITE or any Website after posting of the changes constitutes your binding acceptance of such changes. However, if the revised version includes a

material change, it will be effective for an existing User on the earlier of: (a) the date you accept it, and (b) 30 days after the material changes are initially posted to [www.GOODFAST.WEBSITE](http://www.GOODFAST.WEBSITE) or elsewhere on [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE). The revised version will apply to you immediately if you are a User who registers or first uses [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE) on or after the posting of the revised version.

## 25. Term and Termination

This Agreement shall remain in full force and effect unless and until your account is terminated as provided herein. You may terminate your account and end your use of [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE) at any time and for any or no reason. [DIGITAL SHOWROOM](http://DIGITAL SHOWROOM) has the right (at its sole discretion) for any reason to: (i) delete, disable or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE) or any Website, and (ii) remove and discard any Content within any Website or anywhere on [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE), and (iii) shut down a Website, with or without notice, and with no liability of any kind to you.

If you terminate your account, we will have no obligation to refund you any fees you may have paid except as may be required by applicable law.

## 26. Effects of Terminating

Upon deactivating your account, this Agreement terminates and your access rights to [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE) and any Websites immediately cease to exist. For Content you wish to delete from [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE), you can delete it by going to each of the Websites to which you've contributed. [DIGITAL SHOWROOM](http://DIGITAL SHOWROOM) is not responsible for deleting Content on your behalf and [DIGITAL SHOWROOM](http://DIGITAL SHOWROOM) will not have any obligation to assist you in migrating your data or your Website(s) off of [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE). Note that, even if Content is deleted from [GOODFAST.WEBSITE](http://GOODFAST.WEBSITE) active servers, it may remain in our archives (although we have no obligation to archive or back-up your Content) and we shall be under no obligation to preserve or delete such Content. [DIGITAL SHOWROOM](http://DIGITAL SHOWROOM) will have no obligation to refund any fees paid for Paid Services.

## 27. Survival

The provisions under the following sections will survive termination of this Agreement for any reason: Sections 2, 4-9, 10, 12-17, 19-23, 25-30.

## 28. Law and Arbitration

This Agreement shall be governed by the laws of the Netherlands without giving effect to any principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the competent jurisdiction located in Rotterdam, Netherland for the purpose of litigating all such claims or disputes. Without derogating from the above, any claim or dispute in connection with this Agreement shall be resolved in a cost effective manner through binding non-appearance-based arbitration and has to be initiated within thirty (30) days after it arises, or the cause of action is barred. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction.

## 29. United States Export Controls

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, as may be amended from time to time ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations, as may be amended from time to time ("ITAR") maintained by the Department of State. Specifically, you agree that you shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such software or technology) received

from DIGITAL SHOWROOM under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You agree to indemnify, to the fullest extent permitted by law, DIGITAL SHOWROOM from and against any fines or penalties that may arise as a result of your breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

### 30. General

You agree to comply with all policies applicable to DIGITAL SHOWROOM and GOODFAST.WEBSITE , and those of our third party Paid Service providers, which policies are either posted on GOODFAST.WEBSITE or provided to you by a link in these Terms of Service. In addition, you agree to comply with all applicable laws. The failure of DIGITAL SHOWROOM to exercise or enforce any right or provision of this

Agreement does not constitute a waiver of such right or provision.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

The parties are independent contractors with respect to each other and nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between DIGITAL SHOWROOM and you or between DIGITAL SHOWROOM and any Users of the Services.

Your accounts are non-transferable. You may not delegate your duties under this Agreement or assign this Agreement, in whole or in part. DIGITAL SHOWROOM may assign this Agreement in whole or in part in its sole discretion without your consent and without notice.

Any unauthorized use of any DIGITAL SHOWROOM computer system is a violation of this

Agreement and certain federal and state laws. Such violations may subject you and your agents to civil and criminal penalties.

This Agreement, including links to any third party Paid Service provider terms and conditions, constitutes the entire agreement between you and DIGITAL

SHOWROOM and  
governs your use of GOODFAST.WEBSITE , superseding any prior agreements  
(whether written or oral) between you and DIGITAL SHOWROOM regarding the  
subject matter hereof. The other Users of GOODFAST.WEBSITE are intended third  
party beneficiaries of your obligations under this Agreement.

DIGITAL SHOWROOM will not be liable for non-performance or delay in  
performance caused

by any event beyond its direct control, including, but not limited to: internet failures,  
electrical power failure, strikes, labour disputes, labour or material shortages, wars,  
terror, acts of governmental authorities, hostilities, revolutions, riots, civil commotion,  
national emergency, epidemics, fire, flood, earthquake, force of nature, explosion,  
embargo, or any “act of God”. It is hereby clarified that this provision is in addition to  
Section 22

(Limitation of Liability).

Nothing in this Agreement shall prevent us from complying with the law and  
applicable regulations.