

ADVIR DEMO TERMS OF USE

GENERAL

Welcome to Advir Demo! By registering for and using this Advir mobile App (the “App”), you (the “User”) accept these Terms of Use (the “Terms”) which constitute a binding agreement between User and Wam Group Ltd including its subsidiaries. These Terms together with Advir’s Data Protection Policy govern the use of the App and the Services provided by Us (the “Services”). By downloading, installing, or using the App, User acknowledges and agrees to be bound by these Terms. Please read these Terms carefully before using the App. In this Agreement, “We”, “Us” and, “Our” refer to Wam Group Ltd and its subsidiaries. “User” and “You“ refer to the User using the App, Services and/or website and/or contributing content on the App or website.

Should User not acknowledge and agree to these terms, user must immediately uninstall this app and discontinue its use.

These Terms are also available on our website at (www.advir.co/terms). Continued use of the App and/or the Services constitutes your continued acceptance of these Terms and any changes to them. Please ensure that you check this page periodically to review the most current version of Advir’s Terms of Use. We reserve the right to update or otherwise modify these Terms without notice at any time, at our sole discretion and in a manner consistent with this Agreement. Your continued access or use of the App and/or the Services signifies your acceptance of the updated or modified terms and conditions.

2. USE & ELIGIBILITY

Only persons who are 18 years of age or older may use the App and/or the Services. The App and/or Services is provided subject to applicable laws and regulations. It is User’s responsibility to check and ensure that you comply with all applicable local, national, state and/or federal laws. We will not be responsible and/or liable in the event of your non-compliance.

3. USAGE & SERVICES

The Services are provided subject to existing technical and technological capabilities and includes:

- (a) the option of uploading an image representing your company or services, through the Advir Administration panel (www.advir.co/co), which can be viewed by other Users and third parties for a limited period of time.

We make no representations or warranties with regard to the establishment of Internet access, connection to the App, connection to our website and third-party software such as browsers or access software, as these services are not provided by or controlled be Us. In addition, the scope of operation and/or display characteristics may be limited on certain devices.

4. USER REGISTRATION & ACCOUNTS

Use of the App alongside the Administration panel is expressly limited to persons who create a Advir account (hereinafter "Account") at time of registration. Registration is done by filling out a form electronically and providing the requested information.

As a condition of your use of the App and/or Services, User warrants that:

- (a) all information supplied by User is true, accurate, current and complete, including, but not limited to your name ("User Name") and e-mail address.
- (b) User will keep User's registration information accurate and up-to-date,
- (c) User is responsible for and will safeguard User's Account information and will supervise and be completely responsible for any use of User's account by anyone other than User,

We reserve the right at our sole discretion to deny access to anyone to the Services at any time and for any reason, including, but not limited to, for violation of these terms and conditions.

5. USER CONTENT

Since Advir Demo is an app containing user-generated content for limited period of time, we cannot guarantee the accuracy or authenticity of any content or data that Users provide ("User Content"). Users are solely and completely responsible for content they generate and/or originate. Examples of User Content are images or graphics uploaded on the Administration panel and displayed in the app.

All User generated content is displayed for two (2) minutes only since the time of upload by the user, for the user to see, and then deleted from our servers. The Advir Demo app is essentially a demonstration of our future service with ephemeral content, replaced with default content owned by Wam Group Ltd after two minutes.

However, we do not verify or control User Content during these 2 minutes. As such we are not in any way responsible or liable for User content. We take no responsibility for any loss or damage thereto, nor are well liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. You use Advir Demo at your own risk.

We reserve the right at our sole discretion to remove, screen or edit without notice any User Content at any time and for any reason. By using the App and/or the Services you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the App and/or the Services and content which is in violation of these Terms including, but not limited to, content that is:

- patently offensive such as content that promotes racism, is fanatical information or which glorifies violence;
- by its nature molesting, insulting, threatening, obscene, defaming or libelous to others;

- indecent, lewd, suggestive, sexist, pornographic or otherwise harmful to minors, or which contains websites links unsuitable for minors;
- or contains limited-access, hidden or password protected pages or pictures;
- false/misleading information and/or which aims to promote illegal activities;
- a solicitation to others disclose personal information for commercial or illegal purposes, or inducing them to disclose login data;
- illegal or represents unauthorized copies or distributions of copyrighted work such as pirated computer programs or links to them, information on how to bypass copy protection measures, pirated music or links to pirated music files or other copyright infringements;
- is or represents an infringement of any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
- is instructional for or promotes committing criminal activities, including but not limited to purchasing illegal weapons, child pornography, fraud, drug trafficking, copyright and patent infringement
- in essence providing picture(s) of another person without that person's express consent.
- otherwise objectionable.

We reserve the right to delete any content in violation of the above-mentioned rules and regulations which is not an exhaustive list. The User is not entitled to demand that we restore such that such deleted information. Furthermore, the offending User may be excluded from continued use of the App and/or the Service and, in case of repeated infringements, we reserve the right to terminate the User's Account and reserves the right to make any further necessary and additional claims, particularly the entitlement to damages.

6. PROHIBITED USES

Use of the App is limited to the contemplated functionality. All Users shall abide by these Terms. The following uses are strictly forbidden:

- (a) use of the App in a way that harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- (b) use of the App that is unlawful, fraudulent, or deceptive;
- (c) misuse of the App for illegal or unauthorized purposes including but not limited to use of the account names or e-mail addresses of other Users without their express consent for the purpose of sending unsolicited e-mails, promotional messages or for any other commercial purposes.
- (d) use of technology or other means to access unauthorized content or non-public spaces;
- (e) use or launch of any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;

- (f) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (g) attempts to damage, disable, overburden, or impair our servers or networks;
- (h) attempts to gain unauthorized access to our computer network or to any User's accounts;
- (i) conduct that would constitute a criminal offense, or encouraging others to engage in such conduct;

7. ADDITIONAL USER RESPONSIBILITIES AND OBLIGATIONS

All Users are obligated to:

- (a) treat all data provided by Us for the purpose of accessing the App, Account and/or Services (login, passwords etc.) in a strictly confidential manner.
- (b) inform Us, preferably by e-mail, without delay if User learns/suspects that an unauthorized third party has gained possession of said access data.
- (c) assume responsibility for a contractual or legal infringement in the event that a third party gains access User's Account and access data due to User's neglect to sufficiently protect his/her account from unauthorized access. ,
- (d) not sell or transfer his/her User account to a third party.
- (e) check all incoming mail sent or supposedly sent by or our the name. Although we protect our systems against viruses, they can never be completely ruled out.
- (f) abide by our instructions including those of our employees, assignees and vicarious agents, especially including but not limited to administrators and moderators of forums.
- (g) not to use another User's Account, login name or password.
- (h) exercise due care in selecting information to upload to the App and/or Services, for example when creating a user profile
- (i) promptly remove any content contested by Us who may remove such questionable content on our own.
- (j) respect any applicable laws and regulations, especially with regard to youth protection, data privacy, protection of personal rights, protection against slander and defamation, copyright laws and trademarks.
- (k) not misuse the Service(s) for illegal or unauthorized purposes including but not limited to use of the account names or e-mail addresses of other Users without their express consent for the purpose of sending unsolicited e-mails, promotional messages or for any other commercial purposes.
- (l) inform us if you becomes aware of an abuse of the App and/or the Service(s) by other Users or third parties.

8. OWNERSHIP OF USER CONTENT

You retain all your ownership rights in any User Content you post via the App and/or the Services. Use of all User Content is subject to our **Data Privacy Policy**. Users maintain complete ownership of their User Content at all times. Notwithstanding, we

have the right to use any User Content in different ways in connection with the App and/or the Services for commercial purposes at our sole discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements or other works, creating derivative works from it, promoting it, distributing it and allowing other Users to do the same including in connection with their own media platforms. By using the App and/or the Services you hereby grant Us and our affiliates a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such submissions throughout the world in any media, now known or hereafter devised (including, without limitation, third party media platforms, websites and feeds); and use the name that you submit in connection with such submission. You acknowledge that we may choose to provide attribution of your comments or reviews at our discretion. You further grant Us the right to pursue at law any person or entity that violates your or our rights in the submissions by a breach of these terms and conditions. You acknowledge and agree that submissions are non-confidential and non-proprietary.

11. INTELLECTUAL PROPERTY

ADVIR, the Advir logo, the Advir Brand and all other trademarks, service marks, graphics and logos used in connection with the App and/or the Services are trademarks or registered trademarks of Wam Group Ltd or its subsidiaries (collectively “Advir Marks”). Other trademarks, service marks, graphics and logos used in connection with the App and/or the Services are the trademarks of their respective owners (collectively “Third-Party Marks”). The Advir Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without our prior written permission or the applicable trademark holder. All database rights and other intellectual property rights of any nature in the App, together with the underlying software code are owned by Advir Ltd or its subsidiaries and are protected by copyright, trademark, patent, trade secret, international treaties, laws and/or other proprietary rights.

12. DATA PROTECTION

Any personal information you supply to Us when using the App and/or the Services will be used by Us in accordance with our **Data Privacy Policy**.

13. WARRANTY DISCLAIMER

We have no special relationship with or fiduciary duty to you save as required by law. User acknowledges that we have no control over and no duty to take any action regarding which Users gain access to the App and/or the Services, what content you access via the App and/or the Services, what effects the content may have on you, how you may interpret or use the content, or what actions you may take as a result of having been exposed to the content.

We make no representations of any kind about the suitability of the information contained in the App and/or the Services and expressly disclaim any and all liability or warranty with respect to User Content especially regarding accuracy, completeness and reliability. The material displayed via the App and/or the Services is provided without any guarantees, conditions or warranties as to its accuracy. Any User Content, including User ratings or reviews, or other information contained in the App and/or the Services

does not constitute any endorsement or recommendation of such User content or information. We therefore disclaim any and all liability and responsibility arising from any reliance placed on such materials by any User or by anyone who may be informed of any of its contents.

Also, we shall not be liable, in the event of force majeure, for the failure of, or damage or destruction to, the device used to access the App and/or the Services and any records contained on such device, or for delays, losses, errors or omissions resulting from failure of any telecommunications or other data transmission system or for any loss of income, revenue, business arising from same.

User releases Us from all liability relating to your connections and relationships with other Users. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the App and/or the Services, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications..

We cannot guarantee that the App and/or the Services are free from viruses, contamination or destructive features. We will use all reasonable endeavours to correct any defects or errors but do not warrant that they will be corrected. While every effort is made to reliably provide access to the App and/or the Services, outages and unexpected downtime will occur. We do not make any guarantee of uninterrupted service. In particular, lost Credits may occur from time to time which we will attempt to correct as soon as practicable once they have been brought to our attention. Access to the App and/or the Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control (including outages or software errors).

14. INDEMNIFICATION

User agrees to defend and indemnify Us, our affiliates and any of their officers, directors, employees, contractors, suppliers, representatives and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to the App and/or the Services or otherwise from your User Content, violation of these terms and conditions, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

15. THIRD PARTY SITES

The App and/or the Services may contain links to websites operated by third parties which we do not control and are not responsible for their content. If you access third party websites you do so at your own risk. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website.

16. MODIFICATIONS

We may change, add or delete these terms and conditions or any portion thereof from time to time at our sole discretion where it deems it necessary for legal, regulatory, and technical purposes. We may also make such changes due to changes in our services. Thereafter, you expressly agree to be bound by any such amended terms and conditions. We may also change, suspend or discontinue any aspect of the App and/or the Services at any time, including availability of any feature, database or content. We may also restrict your access to the App and/or Services without notice or liability for technical or security reasons to prevent against unauthorized access, loss of, or destruction of data or where we consider at our sole discretion that you are in breach of any provision of these terms and conditions or of any law or regulation. User's continued access or use of the App and/or the Services constitutes User's acceptance of the updated or modified terms and conditions.

17. TERMINATION

We may terminate use of the App and/or the Services at any time by giving notice of termination to you. Upon any termination the rights and licenses granted to you herein shall terminate and you must cease all use of the App and/or the Services

18. MISCELLANEOUS

Modifications and termination of the contract can only be made by writing considered valid. The law of England governs and shall govern any and all claims. If any provisions of these Terms of Use are deemed or become invalid, the validity of the other provisions shall not be affected.

Last revised 15 March 2017

© Copyright Wam Group Ltd. 2017. All rights reserved.