

## **Terms of Use Wonderkind**

*Last amended on August 13, 2019*

Please read these Terms of Use carefully before you make use of our Services.

### **1. General**

- 1.1. By accessing or using our Services, you agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, do not click on the link in the email that you have received to set a new password for your account.
- 1.2. Unless otherwise defined herein, capitalised terms used in this Terms of Use shall have the same meanings as those defined in the [General Terms and Conditions Wonderkind](#).

### **2. Your account**

- 2.1. You are responsible for protecting the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service, and for other account information.
- 2.2. We recommend you to create a password at least 8 characters long and include at least one uppercase, one lowercase, a number and a symbol. We recommend you to use a password manager.
- 2.3. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- 2.4. Upon expiration of the Master Agreement, your right to use the Service will immediately cease.
- 2.5. If you act in breach with any of the obligations under these Terms of Use, we may terminate or suspend access without prior notice to the Service immediately.

### **3. License**

- 3.1. For the duration of the Master Agreement or Agreement, Wonderkind grants to you and your company a limited, non-exclusive and non-transferable license to use the functionalities made available to you through the Service.

### **4. Owner of content**

- 4.1. Client Content made available by you on behalf of your company remains your company's property.
- 4.2. You (and your company) represent and warrant that:

- 4.2.1. your company owns or have the right to post such Client Content;
- 4.2.2. the Client Content supplied to Wonderkind or entered into Wonderkind's online environment contain no viruses or any other programs that could in any way damage Wonderkind's computer systems, computer programs and/or websites;
- 4.2.3. the Client Content supplied, transmitted or made available through the Service comply with applicable laws and regulations, are not slanderous, libellous, racist, or otherwise objectionable, and do not breach third party rights;
- 4.2.4. when supplying or entering the relevant Client Content, no use will be made of any equipment and/or software that may disrupt the proper functioning of the Services, Wonderkind's computer systems, computer programs and/or websites, and that no data will be transmitted that disproportionately burden the infrastructure of Wonderkind's computer systems, computer programs and/or websites as a result of their size and/or other properties.
- 4.3. You or your company indemnify Wonderkind for all third-party claims, on any grounds whatsoever, in respect of compensation for any damages in any way arising from and/or relating to the representations and warranties as set out in article 4.2.
- 4.4. Wonderkind receives an unlimited license for the use of this data for providing the Service, any additional and prospective services and to use this data for statistical purposes to enhance the quality of Wonderkind's Services.
- 4.5. If Wonderkind provides any visual content, including but not limited to images, video and text ("Wonderkind Content") for the Campaigns for your company, you and your company may not use the Wonderkind Content for your own purposes. *[Explanatory note: some visual content that is being used for the Campaigns are under license from Shutterstock.com. If you and your company wish to make use of the Wonderkind Content for your own purposes, please contact Wonderkind at [legal@wonderkind.com](mailto:legal@wonderkind.com).]*
- 4.6. If a copyright owner or an agent thereof located within the United States of America has sent a take-down notice to Wonderkind, Wonderkind will respond to the take-down notice and remove any infringing content if that content is copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). If you are a copyright owner (or an agent of a copyright owner) and you believe that the material reported in the copyright notification you received was misidentified or removed in error, you can file a counter

notice to [legal@wonderkind.com](mailto:legal@wonderkind.com).

## **5. Intellectual Property**

- 5.1. All Intellectual Property Rights related to the Service, its look-and-feel, the accompanying software as well as all information and images occurring within the Service and the Website are retained exclusively by Wonderkind, its licensors or third parties engaged on Wonderkind's behalf. Nothing in the Master Agreement or Agreement, including but not limited to, those provisions in which a license is granted in respect of the Services, shall be construed to stipulate transfer of Intellectual Property Rights or the grant of a license.

## **6. Availability & Maintenance**

- 6.1. You accept that the Service only contains the functionality and other characteristics made available to you at the moment of delivery ("as is"), including all visible and invisible errors and defects. Wonderkind does not guarantee that the Service will be free from disruptions or defects at all times.
- 6.2. Wonderkind reserves the right to temporarily suspend the Services for maintenance, modification or improvement of the Services and Wonderkind's web servers.

## **7. Changes to the Terms of Use**

- 7.1. Wonderkind reserves the right to modify or replace these Terms of Use. Such changes shall also apply to Terms of Use already in effect after a period of thirty (30) days after notification of the change by electronic message. Changes of subsidiary importance can be made at any time. What constitute changes of subsidiary importance will be determined at our sole discretion.

## **8. Governing law**

- 8.1. These Terms of Use shall be governed solely by the laws of the Netherlands. Any disputes arising from and/or in connection with these Terms of Use shall be referred to the competent court in Amsterdam.
- 8.2. If any provision in these Terms of Use prove to be null and void, voidable, or otherwise unenforceable, this shall not affect the validity of these Terms of Use as a whole. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect.

**9. Contact Information**

9.1. If you have any questions about these Terms of Use, please contact us at:

Wonderkind Global B.V.  
H.J.E. Wenckebachweg 123  
1096 AM Amsterdam  
[legal@wonderkind.com](mailto:legal@wonderkind.com)