

## **TERMS OF USE**

### **1. Your Agreement with VDPMAG TECHNOLOGY SOLUTIONS, LLC**

1.1. This is a legal agreement between you (hereinafter will be referred as “Customer”) and VDPMAG TECHNOLOGY SOLUTIONS, LLC. whose registered address is VDPMAG TECHNOLOGY SOLUTIONS, LLC, 245 Park Ave 39th floor New York USA, 10167, in connection with your purchase, installation and use of applications, tools, and services provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC. By being a Party to this Agreement you are bound by the terms and conditions of this Agreement with VDPMAG TECHNOLOGY SOLUTIONS, LLC and its agents and affiliates (hereinafter will be collectively referred as “VDPMAG TECHNOLOGY SOLUTIONS, LLC”). Your use of Workbuk website ([www.workbuk.com](http://www.workbuk.com)) or service that references to terms of use or terms of service is subject to the terms and conditions set forth here in this Agreement entitled “Terms of Use”.

1.2. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York and any related Federal Law. In case of any dispute, the Parties shall first pursue amicable settlement. If they cannot settle the dispute, they hereby agree to submit the dispute to the exclusive jurisdiction of the courts of the State of New York.

1.3. VDPMAG TECHNOLOGY SOLUTIONS, LLC may change the Terms at its sole discretion or if it is required by any legal amendment in the laws of jurisdictions set forth in Article 1.2. or any court order. If VDPMAG TECHNOLOGY SOLUTIONS, LLC changes the Terms, then it will publish a new copy of “Terms of Use” on Workbuk website. Your use of the tools, applications and services provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC is subject to the most current version of the Terms at the time of such use.

### **2. Definitions.**

Unless it is otherwise defined in this Agreement, following terms have the specified meanings;

2.1. “Account Information” means the information you provide to VDPMAG TECHNOLOGY SOLUTIONS, LLC when you register for your membership which includes only your name and e-mail address.

2.2. “Intellectual Property Rights” means copyright, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual property rights defined under Governing Law and International Agreements.

2.3. “Law” means any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction.

2.4. “Marks” means the trademarks, logos and service marks displayed on the Services.

2.5. “User” means a user of the services, tools, applications provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC and defined herein.

2.6. “Workbuk” means the platform which allows you to add interactive elements to your content and publish to iPhone, iPad and iPod touch devices.

2.7. “Workbuk Manager” means the desktop tool that enables the creation and publishing of your mobile magazine without developing any native code.

2.8. “Workbuk Viewer” is the mobile application necessary to preview a magazine before publishing it to iTunes App Store or Google Play Store.

2.9. “Workbuk Portal” is the web based management portal for organizing and managing a Workbuk account.

2.10. “Services” means all services provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC related to the use of Workbuk applications, tools, and services.

2.11. “Activation Date” means the date when the Customer account is activated after payment is finalized.

### **3. Acceptance of Terms.**

3.1 You may not use Services, Workbuk Manager, Workbuk Viewer, and Workbuk Portal if you do not agree to the Terms. You may accept the Terms (a) by selecting “I agree” to these Terms, (b) by using Services, tools and applications provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC in any way, such as downloading Workbuk Manager and Workbuk Viewer.

3.2 You may not use the Services, Workbuk tools and applications if (a) you are prohibited by Law from receiving or using them, (b) you are not fully able and competent to enter into a binding contract with VDPMAG TECHNOLOGY SOLUTIONS, LLC.

#### **4. Ownership.**

4.1. The Services, Workbuk Viewer, Workbuk Manager and Workbuk Portal are protected by intellectual property rights. Except as expressly provided in the Terms, VDPMAG TECHNOLOGY SOLUTIONS, LLC does not grant any express or implied intellectual property rights to any Customer. All rights, title, and interest in Workbuk, in all languages, formats, and media throughout the world, are and will continue to be the exclusive property of VDPMAG TECHNOLOGY SOLUTIONS, LLC and nothing in the Terms shall be construed to confer any right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to you or any third party.

4.2 The trademarks are the property of VDPMAG TECHNOLOGY SOLUTIONS, LLC. You are not permitted to use Workbuk mark without the prior consent of VDPMAG TECHNOLOGY SOLUTIONS, LLC.

#### **5. Use of Services and Workbuk Tools, Applications, WebSite**

5.1 If you comply with the terms and conditions of this Agreement, VDPMAG TECHNOLOGY SOLUTIONS, LLC grants you a non-exclusive, non-transferable, revocable right to access and use the Services, Workbuk Viewer, Workbuk Manager and Workbuk Portal, subject to the restrictions stated in this Section.

5.2. By accepting these Terms of Use you agree:

(a) Not to alter, copy, modify, or re-transmit any Services, tools, applications, portal provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC;

(b) Not to lease, license, rent, or sell the Services, tools, applications, portal provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC; or the right to use and access them;

(c) Not to remove, obscure, or alter any text or proprietary notices contained in any material or tool provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC;

(d) Not to copy or imitate part or all of the design, layout, or look-and-feel of the Services, tools, applications which are protected by intellectual property rights;

(e) To use the Services, tools, applications , portal provided by VDPMAG TECHNOLOGY SOLUTIONS, LLC only as permitted by the Terms and any Law; and

(f) That certain Services may be available only if you have paid a fee.

5.3 VDPMAG TECHNOLOGY SOLUTIONS, LLC uses reasonable efforts to make the Services, available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond our control. VDPMAG TECHNOLOGY SOLUTIONS, LLC will take reasonable steps to minimize such disruption, to the extent it is within our reasonable control. Certain Services may not be available in all languages.

You hereby declare that you shall not make any indemnification claims against VDPMAG TECHNOLOGY SOLUTIONS, LLC for any interruption of Services beyond VDPMAG TECHNOLOGY SOLUTIONS, LLC's reasonable control or any occasion defined in above paragraph.

## **6. Making Developments to Workbuk Manager and Other Tools**

In case the Customer, at his/her sole discretion, makes developments to Workbuk Manager by using HTML5, he/she is not entitled to ask VDPMAG TECHNOLOGY SOLUTIONS, LLC to provide HTML5 support or any support related to such development. This article is applied to all developments to tools made by a Customer at his/her sole discretion. A development to Workbuk Manager shall not be regarded as an alteration as defined in 5.2 (a).

## **7. Activation**

Customer account is activated after payment transaction is finalized that enables the Customer to use the Workbuk platform. This, however, does not mean that Customer's application will be ready at App store as soon as the payment transaction is finalized on activation date.

## **8. Support Service**

Customers might get support by accessing [portal.workbuk.com/support](http://portal.workbuk.com/support) or by sending e-mail to [support@workbuk.com](mailto:support@workbuk.com). VDPMAG TECHNOLOGY SOLUTIONS, LLC does not guarantee any time period for providing solutions to problems indicated at support demands.

## **9. Pricing**

Workbuk is based on a monthly or a yearly license fee which is as shown on the Workbuk website. VDPMAG TECHNOLOGY SOLUTIONS, LLC is not liable for any taxes Customers shall pay associated with the license fee.

Payment shall be made online by credit card in full through [portal.workbuk.com](http://portal.workbuk.com) website unless other payment arrangements are agreed to in writing between VDPMAG TECHNOLOGY SOLUTIONS, LLC and Customer. VDPMAG TECHNOLOGY SOLUTIONS, LLC shall have no obligation to activate Customer account unless and until full payment is received. All sales are final. No other returns or exchanges will be permitted or accepted, except as provided in this Agreement or are agreed to in writing between VDPMAG TECHNOLOGY SOLUTIONS, LLC and Customer.

VDPMAG TECHNOLOGY SOLUTIONS, LLC, at its sole discretion, might change its license fee or make various new arrangements to its pricing policy ie. yearly fees instead of monthly fee. Since this means a change to the "Terms", then VDPMAG TECHNOLOGY SOLUTIONS, LLC will publish a new copy of "Terms of Use" on Workbuk website as per Article 1.3.

## **10. Term**

This Agreement shall be executed on a monthly basis renewed automatically unless terminated by one of the Parties. VDPMAG TECHNOLOGY SOLUTIONS, LLC might make amendments to this Article at its own discretion.

## **11. Your Warranty, Indemnification Obligation, and Waiver**

11.1 You represent and warrant that: (a) The material you use related to your digital publishing does not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party. (b) The material you use related to your digital publishing or any content thereof does not violate any criminal laws ie. laws on hate speeches and statements, racism, pornography or such, and Apple bylaws and publishing policies.

11.2 You agree to indemnify and hold VDPMAG TECHNOLOGY SOLUTIONS, LLC and its subsidiaries, affiliates, officers, agents, employees, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your acts in violation of Article 11.1.

## **12. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL ARE PROVIDED BY VDPMAG TECHNOLOGY SOLUTIONS, LLC "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, VDPMAG TECHNOLOGY SOLUTIONS, LLC MAKES NO WARRANTY THAT (a) THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE

RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (c) THE QUALITY OF THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL WILL MEET YOUR EXPECTATIONS; OR THAT (d) ANY ERRORS OR DEFECTS IN THE THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VDPMAG TECHNOLOGY SOLUTIONS, LLC OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.2 VDPMAG TECHNOLOGY SOLUTIONS, LLC SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF SERVICES, TOOLS, APPLICATIONS, PORTAL PROVIDED BY VDPMAG TECHNOLOGY SOLUTIONS, LLC. ANY MATERIAL DOWNLOADED, MADE AVAILABLE, OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. VDPMAG TECHNOLOGY SOLUTIONS, LLC ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM ANY OF THE SERVICES.

12.3 VDPMAG TECHNOLOGY SOLUTIONS, LLC DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. VDPMAG TECHNOLOGY SOLUTIONS, LLC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

12.4 MANAGERS, HOSTS, PARTICIPANTS, MODERATORS, AND OTHER THIRD PARTIES ARE NOT AUTHORIZED VDPMAG TECHNOLOGY SOLUTIONS, LLC SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF VDPMAG TECHNOLOGY SOLUTIONS, LLC. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VDPMAG TECHNOLOGY SOLUTIONS, LLC WILL HAVE NO LIABILITY RELATED TO USER

MATERIAL AND DIGITAL PUBLISHING CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY, OR OTHER LAWS. VDPMAG TECHNOLOGY SOLUTIONS, LLC ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE USE, MISUSE, LOSS, MODIFICATION, OR UNAVAILABILITY OF ANY USER MATERIAL AND CONTENT.

12.5 VDPMAG TECHNOLOGY SOLUTIONS, LLC WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR ACCOUNT PASSWORD OR ANY OTHER ACCOUNT INFORMATION EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

12.6 IN NO EVENT SHALL VDPMAG TECHNOLOGY SOLUTIONS, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF VDPMAG TECHNOLOGY SOLUTIONS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES, TOOLS, APPLICATIONS, PORTAL. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE VDPMAG TECHNOLOGY SOLUTIONS, LLC'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF VDPMAG TECHNOLOGY SOLUTIONS, LLC OR ITS EMPLOYEES.

12.7 VDPMAG TECHNOLOGY SOLUTIONS, LLC'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO USD \$850. THIS LIMITATION WILL APPLY EVEN IF VDPMAG TECHNOLOGY SOLUTIONS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.8 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AS



DEFINED IN ARTICLE 1 OF THIS AGREEMENT. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.