

# TERMS AND CONDITIONS

These are the Terms and Conditions ("**Terms**") of Prodixapp B.V. ("Prodix," "we," "us" or "our"), a company having its address at Kraijenhoffstraat 137A, Amsterdam. Prodix is registered with the Chamber of Commerce under number 89186508. By accessing or using (mobile) applications, websites or any other Prodix service (together, the "**Service**") made available by Prodix, however accessed, you agree to be bound by these Terms. The Service is owned or controlled by Prodix. These Terms affect your legal rights and obligations. If you do not agree to be bound by all of these Terms, do not access or use the Service.

## Registration and account security

1. You must be at least 13 years old to use the Service. If you are under the age of 16, you need permission from a parent or guardian to use the Service.
2. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employees or clients, Prodix prohibits the creation of and you agree that you will not create an account for anyone other than yourself.
3. You represent that all information you provide or provided to Prodix upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
4. You agree that you will not solicit, collect or use the login credentials of other Prodix users.
5. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms or any other Prodix terms.
6. You are responsible for keeping your password secret and secure.
7. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, works of authorship, applications, links and other content or materials (collectively, "**Content**") that you submit, post or display on or via the Service.
9. Violation of these Terms may, in sole discretion of Prodix, result in termination of your Prodix account. You understand and agree that Prodix cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for Prodix, we can stop providing all or part of the Service to you.

## Safety

1. You must not create or submit unwanted email, comments or other forms of commercial or harassing communications (spam) to any Prodix users.
2. You must not defame, stalk, bully, abuse, harass, threaten, impersonate, discriminate or intimidate people or entities and you must not post private or confidential information via the Service.
3. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive content via the Service.

4. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example state, local and provincial) applicable to your use of the Service, including but not limited to, copyright laws.
5. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Prodix page is rendered or displayed in a user's browser or device.
6. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or Prodix.

## **General Conditions**

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Service or if you deactivate your account and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service.
2. We reserve the right to force forfeiture of any username for any reason.
3. Upon termination, all rights granted to you in these Terms will immediately cease.
4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms. Prodix reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by Prodix, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Prodix encourages you to maintain your own backup of your Content. Prodix is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. Prodix will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
6. You agree that Prodix is not responsible for, and does not endorse, Content posted within the Service. Prodix does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms, you may bear legal responsibility for that Content.
7. You agree that you are responsible for all data charges you incur through use of the Service.
8. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means (except as may be the result of standard search engine protocols or technologies used by a search engine with the express consent of Prodix).

## **Intellectual Property Rights**

1. Prodix hereby grants to you a non-transferable license to use the Service. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble,

attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Service). Any attempt to do so is a violation of the rights of the Prodix. If you breach this restriction, you may be subject to prosecution and damages. The Terms will govern any upgrades provided by Prodix that replace and/or supplement the original Service, unless such upgrade is accompanied by updated terms in which case these terms will govern.

2. Prodix does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Prodix a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the privacy policy of Prodix.
3. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms in your jurisdiction.
4. The Service contains content owned or licensed by Prodix ("**Prodix Content**"). Prodix Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Prodix, Prodix owns and retains all rights in the Prodix Content and the Service. You will not remove, alter or conceal any copyright, trademark or other proprietary rights notices incorporated in or accompanying the Prodix Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Prodix Content.
5. The Prodix name and logo are trademarks of Prodix, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Prodix. In addition, all page headers, custom graphics, button icons and scripts are proprietary rights of Prodix, and may not be copied, imitated or used, in whole or in part, without prior written permission from Prodix.

## **Third Parties**

1. There may be links from the Service, or from communications you receive from the Service, to third-party (mobile) applications, websites or features. The Service may also include third-party content that we do not control, maintain or endorse. Prodix does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Prodix is in no way responsible or liable for any such third-party services or features. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.
2. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "**Application**") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following: (i) if you

use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Prodix has not itself provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold the Prodix Parties (as defined below) harmless for activity related to the Application.

## **No Warranty**

1. The Service, including, without limitation, Prodix Content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither Prodix nor any of its directors, employees, managers, officers, partners, affiliates or agents (collectively, the "**Prodix Parties**") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the Service; (b) the Prodix Content; (c) user content; or (d) security associated with the transmission of information to Prodix or via the Service. In addition, the Prodix Parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.
2. The Prodix Parties do not represent or warrant that the Service will be error-free or uninterrupted; that defects will be corrected; or that the Service or the server that makes the Service available is free from any harmful components, including, without limitation, viruses. The Prodix Parties do not make any representations or warranties that the information (including any instructions) on the Service is accurate, complete, or useful.
3. Although it is the intention of Prodix for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
4. You acknowledge that your use of the Service is at your sole risk. The Prodix Parties do not warrant that your use of the Service is lawful in any particular jurisdiction, and the Prodix Parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms.
5. By accessing or using the Service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.
6. The Prodix Parties do not endorse Content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

## **Limitation of Liability**

1. To the extent not prohibited by law, in no event shall the Prodix Parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to:
  - a. the Service;

- b. the Prodix Content;
  - c. user content;
  - d. your use of, inability to use, or the performance of the Service;
  - e. any action taken in connection with an investigation by the Prodix Parties or law enforcement authorities regarding your or any other party's use of the Service;
  - f. any action taken in connection with copyright or other intellectual property owners;
  - g. any errors or omissions in the service's operation; or
  - h. any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Prodix Parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service).
2. In no event will the Prodix Parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event will the Prodix Parties total liability to you for all damages, losses or causes of action exceed the amount of € 100. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
  3. You agree that in the event you incur any damages, losses or injuries that arise out of acts of Prodix or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by the Prodix Parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the Prodix Parties.
  4. Prodix is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.
  5. You agree that any claim you may have arising out of or related to your relationship with Prodix must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

## **Indemnification**

You agree to defend (at the request of Prodix), indemnify and hold the Prodix Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf):

- a. your Content or your access to or use of the Service;
- b. your breach or alleged breach of these Terms;

- c. your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- d. your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- e. any misrepresentation made by you.

You will cooperate as fully required by Prodix in the defense of any claim. Prodix reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Prodix.

## **Partial Invalidity**

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **No Waiver**

Failure of Prodix to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **Territorial Restrictions**

1. The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Prodix to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that Prodix provides.
2. No software from the Service may be downloaded, exported or re-exported: (a) into any European Union and/or U.S. embargoed countries or (b) to anyone on a sanction list maintained by the European Union and/or the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

## **Changes**

1. We reserve the right, in our sole discretion, to change these Terms ("**Updated Terms**") from time to time.
2. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the

Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Updated Terms before using the Service.

3. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.
4. These Terms are also applicable to upgrades or updates of the Service which replace and/or supplement the Service, unless this update or upgrade is accompanied with Updated Terms.
5. By using the Service, you agree that the Service may undergo upgrades and/or updates, so that Prodix can improve, expand and develop the Service.

### **Governing law and jurisdiction**

1. These Terms, and any non-contractual obligations arising out of or in connection with it, are governed by and construed in accordance with the laws of The Netherlands.
2. All disputes between you and Prodix (whether or not such dispute involves a third party) with regard to your relationship with Prodix, shall be submitted exclusively to the competent court of law in Amsterdam, the Netherlands, without prejudice to the right of Prodix as plaintiff to initiate proceedings before any other court having jurisdiction.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

### **How to contact us**

If you have any questions about these Terms of the Service, please send an email to [support@prodixapp.com](mailto:support@prodixapp.com).