



## Terms & Conditions

This document contains the terms and conditions of Cellcrowd B.V., registered in the trade register of the Chamber of Commerce under number 78314119 (hereinafter: Provider) that apply to your use of the app (hereinafter: the App) as offered on the Google Play store and the Apple App store. To be able to fully use the App and any updates and/or upgrades thereof, you must agree to these general terms and conditions (hereinafter: Terms and Conditions).

These Terms and Conditions are valid from 01-07-2020. The content of these Terms and Conditions may change from time to time. For up-to-date information, please see <https://www.cellcrowd.com/terms>. If you have any questions, suggestions or complaints about the App and/or these Terms and Conditions, please contact [support@cellcrowd.com](mailto:support@cellcrowd.com).

### Article 1: Subject & scope of these terms

1. These Terms and Conditions apply to the access to and use of the App and all information, data, images or other content that is used, supplied, read, uploaded, marked, forwarded or otherwise distributed via or on the App (hereinafter: the Content). 2. By using the App (including downloading and installing the App), you enter into an agreement with Provider (hereinafter: the Agreement) and accept these Terms and Conditions as a user of the App. These Terms and Conditions form part of the Agreement and can be downloaded, saved and printed at <https://www.cellcrowd.com/terms/terms.pdf>. You can read and download the privacy and cookie policy of the App at <https://www.cellcrowd.com/privacy>. 3. Provider reserves the right to unilaterally adjust these Terms and Conditions. Changes to the Terms and Conditions will take effect as soon as Provider has informed you thereof. 4. In the event that one or more provision(s) in these Terms and Conditions turn out not to be binding, this does not affect the validity of the other provisions of these Terms and Conditions.

### Article 2: Intellectual property

1. All intellectual property rights, including but not limited to copyrights, trademarks, design rights and database rights, and other rights that are vested in the App (or parts thereof) or are thereby disclosed, including in particular but not exclusively rights vested in the Content and the software the App contains, are wholly owned by the Provider and its licensors. 2. Provider reserves the right to (i) modify or upgrade the App, (ii) change or remove all Content, (iii) deny you the use of the App, (iv) restrict any use of the App (v) deny access to the App in whole or in part, temporarily or permanently, for example because you do not adhere to the terms of use set out in Article 3. Provider will inform you of the previous, should the Provider decide to do so. 3. Provider also reserves the right to remove (part of) the Content or other expressions that have been placed on the App, without you being able to derive any rights from it.

### Article 3: Right to use

1. The (possible) costs for the (internet) connection and (system) equipment and software that are necessary to use the App are borne by the user of the App. 2. By accepting the Terms and Conditions, you guarantee that you have reached the age of majority in your jurisdiction of residence. 3. By accepting the Terms and Conditions, you agree to cookie placement required for operation of the ad system. 4. By downloading the App you obtain a non-exclusive, non-transferable, personal and revocable right to use the App for non-commercial use on a smartphone or other portable device. 5. Any use of (parts of) the App and the Content other than expressly permitted under these Terms and Conditions is not permitted without the prior written and express consent of the Provider. 6. Use of the Content outside the App other than for private purposes is not permitted. 7. As user of the App you will: a. Keep any login details a secret and not make these details available to third parties; b. not store, distribute and/or transfer viruses or any other material that is unlawful on/through the App; c. not (attempt to) make (parts of) the App and the Content (including the software) available to third parties and also will not

copy, duplicate, modify, rent or sell, decompile, make derivative works or subject to reverse engineering or adapt or otherwise reproduce, make public and/or exploit without the prior express written permission of the Provider; and d. not (have) remove(d) or (have) bypass(ed) the technical facilities that are intended to protect the App and the Content or (let) bypass. 8. As a user of the App, you are aware that a violation of one of the obligations and restrictions on use set out in this Article 3 constitutes a attributable shortcoming to comply with these Terms and Conditions and possibly also a violation of the intellectual property rights of the Provider and/or its licensors. 9. It's not permitted to transfer your rights and/or obligations under the Agreement to third parties, unless this is done with the explicit prior written permission of Provider.

#### **Article 4: Role of the Provider**

1. Provider makes every effort to keep the App available and up-to-date. However, Provider does not guarantee that the App will always be available or will work without interruption, errors or defects and/or that the Content provided on the App is complete, correct and/or current or suitable for the purpose intended by you. The App may be temporarily inaccessible and/or malfunctioning, for example as a result of malfunctions in the telecommunication facilities, the internet medium and/or maintenance of the App. The Provider can also not guarantee that the App is free from viruses, contamination or other harmful features or that third parties, including other users, gain unauthorized access to your data and use it for their own purposes. 2. Provider does not offer any technical support for (the use of) the App. 3. Provider is permitted to transfer its rights and obligations under the Agreement to third parties in the context of a transfer of its business or business activities.

#### **Article 5: Liability of Provider**

1. Provider is not responsible and liable for (i) the availability, correctness, completeness and suitability of the Content on the App and (ii) damages resulting from the use of the App and Content, other than permitted under the License / these Terms and Conditions. 2. In addition to the provision of article 6:75 of the Dutch Civil Code, a shortcoming of the Provider in the fulfilment of any obligation towards the user of the App cannot be attributed to the Provider in the event of a circumstance that is independent of the Provider's will, so that the fulfilment of its obligations towards a user is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected from the Provider (force majeure). These circumstances include non-performance by suppliers or other third parties, power failures, computer viruses, (computer) hacks, strikes, interruptions of work and pandemics. 3. If a situation as referred to in clause 5.2 of these Terms and Conditions occurs as a result of which the Provider cannot meet its obligations to a user, those obligations will be suspended as long as the Provider cannot meet its obligations. If the situation referred to in the previous sentence has lasted thirty (30) calendar days, both parties have the right to dissolve the Agreement between parties in whole or in part. In that case, the Provider is not obliged to compensate for any damages, even if the Provider enjoys any advantage as a result of the force majeure situation. 4. If and insofar by law the liability of Provider cannot be excluded, the compensation for damages will under no circumstances exceed the maximum amount that is paid in the relevant case under the relevant insurance of Provider. If, for whatever reason, no payment is made under the aforementioned insurance, any liability is limited to an amount of a maximum of €1,000.00 per event, with a related series of events counting as one event.

#### **Article 6: Applicable law & miscellaneous**

1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Netherlands. 2. The provisions of these Conditions and the Agreement, which by their nature are intended to also apply after the termination of the Agreement, remain in full force even after the termination thereof.