

Terms of use

1. Scope

These terms of use (which are also available on the website www.connus.app) treat all current and future relations between BV CONNUS, company registered with the KBO under number 0737.854.155, with registered office at Meersstraat 28, 9830 Sint-Martens-Latem, (hereinafter "Connus") and the user (hereinafter "you" or "user"). By creating a Connus account and/or using the Connus app, whether through a mobile device, mobile application or computer (collectively, the "Service") you agree to (i) these Terms of Use, (ii) our Privacy Policy and (iii) any terms and conditions disclosed to you that you agree to when you purchase additional features, products or services that we offer in the Service (collectively, this "Agreement"). If you do not accept this and do not agree to the terms in this Agreement, you cannot use the Service. From time to time we can adjust some items in this Agreement. We may do so for various reasons, including changes in legal requirements, new features or changes in business practices. The most recent version is the applicable version. If the changes are significant changes that affect your rights or obligations, we will notify you in advance with reasonable notice of the changes. This can include a notification through the service itself or via e-mail. If you continue to use the service after the changes take effect, you agree to the revised terms of use.

2. ELIGIBILITY REQUIREMENTS

You must be at least 16 years old to create an account on Connus and use the service. By creating an account and using the service, you certify and guarantee that:

- you can conclude a binding contract with Connus,
- you are not a person who is prohibited from using the service by Belgian law or any other applicable jurisdiction - which means that you are not blacklisted, prohibited from using the Internet or subject to any other similar prohibition,
- you will comply with and respect this Agreement and all applicable local, state, national and international laws, rules and regulations.
- you have never been convicted of a felony, criminal act or misdemeanor (or crime of comparable gravity), a sex offense, or any crime involving violence, and you are not registered as a sex offender on any state, federal, or local sex offender registry.

3. YOUR ACCOUNT

In order to use Connus, you can login via Facebook and Instagram. If you do so, you authorize us to use certain information from your Facebook or Instagram account, including, but not limited to, your public Facebook profile and information about Facebook friends like any other Connus user. For more information regarding the information we collect about you and how we use it, please review our Privacy Policy. You are responsible for maintaining the confidentiality of the login credentials you use to register with Connus, and you are solely responsible for all activities that occur under those access credentials. If you believe someone has gained access to your account, please contact info@connus.app immediately.

4. AMENDMENT AND TERMINATION

Connus is always trying to improve its service and provide you with additional features that you may find engaging and useful. This means that from time to time we may add new products, features and enhancements and may also remove some features. After all, software is never perfect and you are aware of that. If these changes do not directly affect your rights or obligations, we may not notify you before removing them. We may discontinue these specific changes in our service altogether, in which case we will notify you in advance, unless there are specific circumstances such as safety or security concerns that prevent us from doing so. You can terminate your account at any time, for any reason, by following the instructions in "Settings" in the service (application or website). However, you must manage in-app purchases through the platform of your mobile device (e.g., App store, Google Play) to avoid additional billing. Connus may terminate your account at any time without notice if it is thought that you have violated our agreement. Upon such termination, you will not be entitled to a refund of any purchases. After your account is terminated, this agreement stops,

except for these following provisions will continue to apply to you and Connus: Section 4, Section 5 and Sections 12 through 17.

5. SECURITY AND YOUR INTERACTION WITH OTHER USERS

While Connus strives to encourage a respectful user experience through features such as the double opt-in that allows users to communicate only when they have both expressed an interest for the other, it is not responsible for the behavior of users on or off the service. You agree to exercise caution in all interactions with other users, particularly when you decide to communicate outside of the service or meet with someone in person. You agree not to share your financial information (for example, credit card or bank account information), and agree not to transfer or otherwise send money to other users. Unless there is an agreement to work together and you have a valid VAT number. Company details may be exchanged in order to promote professional cooperation. You alone are responsible for your interactions with other users. You understand that Connus cannot conduct criminal background checks on users or otherwise investigate the background of its users. Connus gives no declaration or guarantee about the conduct of users. You do, however, grant Connus the right to conduct background investigations if necessary.

6. RIGHTS CONNUS GRANTS YOU

Connus grants you a personal, worldwide, non-transferable, non-exclusive, revocable and non-sublicensable license to access and use the Service. This license is solely for the purpose of allowing you to use and enjoy the benefits of the Service as intended by Connus and as permitted under this Agreement. Therefore, you agree to not do the following:

- copy, modify, transmit, create derivative works from, use or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks or other intellectual property, content or proprietary information accessible through the Service without obtaining prior written permission from Connus,
- express or imply that your statements are endorsed by Connus,
- use any robot, bot, spider, crawler, scraper, site search application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its Content,
- use the Service in any manner that could interfere with, disrupt, or adversely affect the service or the servers or networks connected to the service,
- uploading viruses or other malicious code, or activities that otherwise compromise the security of the service,
- falsifying headers or otherwise manipulating ID's to identify the origin of information transmitted to or through the service.
- "framing" or "mirroring" any part of the service without prior written consent of Connus,
- use meta-tags or code or other devices containing a reference to Connus or the Service (or any Connus trademark, trade name, service mark, logo or slogan) to direct a person to another website for any purpose,
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any part of the service or cause others to do so,
- use or develop third-party applications that communicate with the service or other user content or information without our written permission,
- using, accessing or publishing the Connus application programming interface without our written permission.
- probe, scan or test the vulnerability of our service or any system or network.
- encourage or promote any activity that violates this Agreement. The company may investigate and take any available legal action in response to unlawful and/or unauthorized use of the service, including termination of your account. All software we offer may be automatically downloaded, as well as upgrades, updates or other new features. You may be able to customize these automatic downloads through your device settings.

7. RIGHTS YOU GRANT TO CONNUS

By creating an account, you grant Connus a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute any information you authorize us to view through Facebook and/or Instagram, as well as any information you post, upload, display or otherwise make available (collectively, "Post") through the Service or send to other users (collectively, "Content"). Connus' license to your Content is non-exclusive, except Connus' license is exclusive regarding derivative works created by use of the service. For example, Connus would have an exclusive license to screenshots of the service that contains your content. In addition, you authorize Connus to act on your behalf regarding infringement of uses of your content by other users or third parties. This allows Connus to prevent your content from being used outside of the Service. Our license of your Content is subject to your rights under applicable laws (e.g., laws governing the protection of personal data to the extent that the Content contains personal data as defined by those laws) and is intended for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new features. You agree that the content you post or authorize us to post may be viewed by other users and may be viewed by persons visiting or using the service (such as persons receiving shared content from other Connus users). You agree that all information you provide when creating your account, including information derived from your Facebook and Instagram account, is accurate and truthful and that you have the right to post the relevant content on the service and grant the license to Connus as described above. You understand and agree that we may monitor or review the content you post as part of a service. We may remove any content, in whole or in part, that in our sole discretion violates this Agreement or may damage Connus' reputation. You agree to be respectful and friendly when communicating with our customer service representatives. If we believe that your behavior toward our customer service representatives or other employees is threatening or abusive at any time, we reserve the right to terminate your account immediately. As compensation for using Connus, you agree that we, our subsidiaries and our third party partners, may place advertising on the service. By submitting suggestions or providing feedback to Connus regarding our service, you agree that Connus may use and share such feedback for any purpose without compensating you. You agree that Connus may access, retain and disclose your account information and content if required to do so by law or when it is sincerely believed that such access, retention or disclosure is reasonably necessary, such as: (i) to comply with legal process; (ii) for compliance with this Agreement; (iii) to respond to claims that Content violates the rights of third parties; (iv) to respond to your requests for customer support; or (v) to protect the rights, property, or personal safety of the Company or another person.

8. COMMUNITY RULES

By using the service, you agree that you:

- will not use the service for any purpose that is unlawful or prohibited by this agreement.
- will not use the service for any harmful or objectionable purpose.
- will not use the service to harm Connus.
- violate our Community Guidelines, as updated from time to time.
- Send users spam or commit fraud.
- will not impersonate any person or entity or post images of another person without his or her permission.
- will not harass, "stalk", intimidate, attack, harass, abuse or defame anyone.
- will not post content that violates or infringes anyone's rights, including rights around publicity, privacy, copyright, trademarks or other intellectual property or contract law.
- Will not post content that contains hate speech, that is threatening, sexually explicit or pornographic; that incites violence; or contains nudity or graphic or gratuitous violence.
- will not post content that promotes any form of racism, bigotry, hatred, or physical harm against groups or individuals.
- will not share passwords or personal identifying information from other users for any purpose, or for commercial or illegal purposes or disseminate personal information about another person without his or her consent.
- will not use another user's account.

- Will not create another account if we have already terminated your account, unless you have our permission to do so.

Connus reserves the right to investigate and/or terminate your account, without refund of purchases, if you have violated this Agreement, misused the Service or behaved in a manner Connus considers inappropriate or illegal, including actions or communications occurring on or off the Service.

9. CONTENT OF OTHER USERS

While Connus reserves the right to review and remove content that violates this agreement, such content is the sole responsibility of the user posting it and Connus cannot guarantee that all content will comply with this agreement. If you see content on Connus that violates this agreement, please report it within the service or at info@connus.app.

10. PURCHASES

From time to time, Connus may offer products and services for sale ("in-app purchases") through the App store, Google Play or other application platforms authorized by Connus (each, a "Software Store"). If you choose to make an in-app purchase, you will be asked to enter the details of your account with your Software Store ("your IAP Account"), and your IAP Account will be charged for the in-app purchase in accordance with the terms provided to you at the time of purchase, as well as the general terms and conditions for in-app purchases that are applicable to your IAP Account. Some Software stores may charge VAT depending on where you live. If you purchase an auto-renew subscription through an in-app purchase, your IAP Account will continue to receive bills for the subscription until you cancel it. After your first subscription period, and again after each subsequent subscription period, your subscription will automatically continue for an additional period of equal duration, at the price agreed upon when you subscribed. If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your IAP Account and follow the instructions to terminate your subscription, even if you have already deleted your account with us or removed the Connus application from your device. Deleting your Connus account or the Connus application from your device does not cancel your subscription; Connus will retain all funds charged to your IAP Account until you cancel your subscription through your IAP Account.

Connus online purchases. If you choose to make a purchase through Connus Online, you agree to pay Connus all invoices for the displayed prices for the services you have selected, as well as any sales or similar taxes that may apply to your payments. In doing so, you authorize Connus to bill through your chosen payment service (your "payment method"). Connus may correct billing errors or errors made when payment requests have already been made or payment has been received. If you initiate a chargeback or otherwise reverse a payment made through your payment method, Connus may terminate your account immediately. If you purchase a subscription through Connus Online, your subscription will continue indefinitely until you cancel it. After your first subscription period, and again after each subsequent subscription period, your subscription will automatically continue for an additional period of equal duration, at the price agreed upon when you subscribed, until you cancel. You agree that your account is subject to this automatic renewal feature. If you do not want your account to renew automatically, or if you want to change or terminate your subscription, please log in and go to "My Profile" on Connus Online and follow the instructions. If you terminate your subscription, you can use your subscription until the end of your current subscription period. Your subscription will not be renewed after the end of the subscription period. You can edit your payment method information by visiting Connus Online and going to "My Profile". If a payment has failed due to due date, insufficient funds or otherwise, and you do not change your payment method information or terminate your subscription, you remain responsible for the uncollected amounts and authorize us to continue billing the payment method as it may be updated. As a result, the date on your invoices may change. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers from your credit or debit card as provided by the credit or debit card company. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card company or other provider of the chosen payment method. 1st Impression Message and other virtual items. From time to time, you may purchase with "real" money a limited,

personal, non-transferable, non-sublicensable, revocable license to use "virtual items," including, but not limited to, "1st Impression Message" (collectively, "virtual items"). You may only purchase virtual items from us or authorized partners through the Service, and in no other way. Virtual Items represent a limited license right governed by this Agreement. Except as otherwise prohibited by applicable law, virtual items obtained by you are licensed to you, and you acknowledge that no title or ownership in or to virtual items is transferred or assigned to you. This Agreement is not a sale of rights of these Virtual Items. Each virtual item reflected in your account balance does not constitute a real balance and does not represent stored value, but instead is a measurement of the scope of your license. Virtual Items do not cost money if you do not use them, however, the license granted to you will terminate in accordance with the terms of this Agreement when Connus ceases to provide the Service or your account is otherwise closed or deleted. Connus reserves the right, in its sole discretion, to charge a fee for the right to access or use virtual items and/or may distribute virtual items for free or by payment. Connus may manage, regulate, govern, modify or delete virtual items at any time. Connus shall have no liability to you or any third party in the event that Connus exercises any such right. The transfer of virtual items is prohibited, and therefore you may not sell, redeem or otherwise transfer virtual items to any person or entity. Virtual items may only be redeemed through the Service. All purchases and redemptions of virtual items made through the service are final and non-refundable. The offering of virtual items to use in the Service, is a service provided by Connus and begins immediately upon receipt of your purchase of such virtual items. You acknowledge that Connus is not obligated to offer a refund for any reason, and that you will not receive any money or other compensation for unused virtual items when an account is terminated, whether such termination was voluntary or involuntary.

Refunds. Generally, no refunds are available and no refunds or reimbursements will be made for partially used periods or usages. We may make an exception if a subscription refund request is made within fourteen days of the transaction date or if laws applicable in your jurisdiction provide for refunds. For subscribers residing in the EU or European Economic Area, in accordance with local laws, you are entitled to a full refund during the 14 days starting from the start of the subscription. Please note that this 14-day period begins when the subscription starts. Purchases of virtual items are final and non-refundable. To request a refund: If you subscribed using your Apple ID, refunds are handled by Apple, not Connus. To request a refund, go to the App Store, click on your Apple ID, select "Purchase History," locate the relevant transaction, and click "Report Problem." You can also submit a request at <https://getsupport.apple.com>. If you subscribed through your Google Play Store account or Connus Online: Contact Customer Service with your Google Play Store order number (you can find the order number in the order confirmation email or by signing in to Google Wallet) or Connus Online (you can find it in your confirmation email). You may also mail or deliver a signed and dated message stating that you, the buyer, are canceling this agreement, or a message to that effect. Please also include the email address or phone number associated with your account, along with your order number.

11. COPYRIGHT INFRINGEMENTS

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- A description of the copyrighted work that you believe has been infringed;
- A description of where the material that you claim has been infringed is located on the Service (and such description shall be reasonably sufficient to permit us to locate the allegedly infringing material);
- your contact information including your address, telephone number and e-mail address;
- a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the

copyright owner or authorized to act on the copyright owner's behalf.

Notices of copyright infringement should be sent to the Company's Copyright Agent by email at info@connus.app. Connus will terminate the accounts of repeat infringers.

12. USER COMMENTS, FEEDBACK AND OTHER RESOURCES

We may, but are not obligated to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable or in violation of a party's intellectual property or these Terms of Use. You agree that the content you share or communications made through the in-app chat system do not violate any third party rights, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your shared content or communications will not contain defamatory or otherwise unlawful, offensive or obscene material, or contain a computer virus or other malware that could in any way affect the operation of the service or any related website of our users. You may not use a false email address, impersonate anyone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any posted content and/or messages sent within the platform. We take no responsibility and accept no liability for content or actions taken on the platform that are not consistent with these Terms of Use. If you violate these terms of use, an immediate and permanent deletion of your account will be the consequence. Users can always report inappropriate content and/or messages.

13. DISCLAIMER

Connus provides the service on an "as is" and "as available" basis and to the extent permitted by applicable law, makes no guarantees of any kind, explicit or implied, lawfully or otherwise with respect to the service (including any content therein), including, without limitation, implied guarantees of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. Connus does not represent or guarantee that

(a) the service will be uninterrupted, secure or error-free, (b) any defects or errors in the service will be corrected, (c) any content or information you obtain on or through the service will be accurate. Connus has no responsibility for any content that you or any other user or third party posts, transmits or receives through the service. Any material downloaded or otherwise obtained through the use of the service is your sole responsibility and is done at your own risk.

14. THIRD-PARTY SERVICES

The Service may contain advertising and promotions offered by third parties and links to other websites or resources. Connus is not responsible for the availability (or lack thereof) of such external websites or resources. If you choose to interact with the third parties that are made available to you through our service, the terms and conditions of such parties will further govern your relationship with them. Connus is not responsible or liable for any terms or actions of such third parties.

15. LIMITATION OF LIABILITY

To the extent that is permitted by applicable law, in no event shall Connus, its employees, licensors or service providers be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, whether direct or indirect, or any loss of data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the service, (ii) the conduct or content of other users or third parties on, through, or after use of the service; or (iii) unauthorized access, use, or modification of your content, even if Connus has been informed of the possibility of such damages. In no event shall Connus' liability for all claims arising from the service exceed the amounts paid, if any, by you to Connus for the service while you have an account. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this section may not apply to you.

16. LOCATION

Except for users who are residents of the EU or the European Economic

Area, who may bring claims in their country of residence in accordance with applicable law, and except for claims that may properly be brought in a small claims court in your country of residence, all claims arising out of or relating to this Agreement, the Service, or your relationship with Connus that for any reason are not submitted to arbitration shall be litigated exclusively in the federal or state courts of Belgium. You and Connus consent to the exercise of personal jurisdiction of the courts and waive any claim that such courts constitute a difficult forum.

17. INDEMNIFICATION

You agree, to the fullest extent permitted under applicable law, to indemnify, defend and hold harmless Connus, our affiliates, and our respective officers, directors, agents, from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorneys' fees, due to, arising out of or relating in any way to your access to or use of the Service, your Content or your breach of this Agreement.

18. ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy and any stated terms to which you have agreed upon when purchasing additional features, products or services we offer on the Service, contains the entire agreement between you and Connus regarding the use of the Service. If any provision of this agreement is held invalid, the remaining provisions of this agreement shall remain in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Connus account is non-transferable and all of your rights to your account and its content will expire upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this agreement and you may not make any representations on behalf of Connus or bind Connus in any way.

19. APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed by Belgian law. In case of dispute, only the courts of East Flanders, Ghent Division, shall have jurisdiction.