

Terms of use

Updated 11 04 2022

1. Scope

These terms of use (which are also available on the website www.connus.app) treat all current and future relations between Connus BV, a company incorporated under Belgian law, having its registered office at Oude Houtlei 14, 9000 Gent, registered under number 0737.854.155 (hereinafter "Connus" or the "company") and the User (hereinafter "User" or "Users"). By creating a Connus account and/or using the Connus app, whether through a mobile device, a mobile application or a computer (collectively, the "Service"), the User agrees to (i) these Terms of Use, (ii) Connus' Privacy Policy and (iii) any terms and/or conditions disclosed when purchasing additional features, products or services that Connus offers as part of 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. Connus reserves the right to modify parts of this Agreement without prior notice if the situation imposes itself. Such situations may be (but not limited to) changes in legal requirements, new features or changes in business practices. The most recent version of this Agreement, accessible to everyone and made publicly available through our website, is the applicable version. Connus has the right to change these terms of use at any time. Connus will notify the user about significant changes of these terms through the service itself or through email. If the User continues to use the Service after the changes take effect, the User agrees to the revised Terms of Use. These terms of use take precedence over any other conditions of the user.

2. ELIGIBILITY REQUIREMENTS

The User must be at least 16 years old to create an account on the Service and to use the Service. By creating an account and using the Service, the User certifies and guarantees that:

- can conclude a binding contract with Connus;
- is not a person prohibited by Belgian law or any other applicable jurisdiction from using the Service - which means that the User is not blacklisted, is not prohibited from using the Internet nor is subject to any other similar prohibition;
- will comply with and respect this Agreement and all applicable local, state, national and international laws, rules and regulations;
- has never been convicted of a felony, a criminal act or a misdemeanor (or crime of comparable gravity), a sex offense, or any crime involving violence, and is not registered as a sex offender on any state, federal, or local sex offender registry.

3. THE USER'S ACCOUNT

In order to use the Service, the User can login via Facebook and/or Instagram, Pinterest, Twitter, Snapchat, Twitch, Youtube or any other social media platform. In doing so, the User authorizes Connus to use certain information from its social media account, including - but not limited to - the User's public social media profile and information about friends, interests, connections, statistics,... For more information regarding the information Connus collects about the User and how it is used, please review the Privacy Policy. The User is responsible for maintaining the confidentiality of the login credentials used to log in to the Service, and is solely responsible for all activities that occur under those access credentials. If the User believes someone unauthorized/unwanted has gained access to its account, please contact info@connus.app immediately.

4. AMENDMENT AND TERMINATION

Connus reserves the right to add new products, features and enhancements to the Service and may also remove features. If these changes do not directly affect the User's rights or obligations, Connus can implement these changes without prior notice. Connus can change specific features in the Service altogether. The User can terminate its account at any time, for any reason, by following the instructions in the Service. However, the User must manage possible purchases through the platform

of its mobile device (e.g. App store, Google Play) to avoid additional billing. Connus may terminate the User's account at any time without prior notice if it the User is suspected of having breached the Agreement. Upon such termination, the User will not be entitled to a refund. After the account is deactivated, this Agreement stops, except for these following provisions which will continue to apply to the User and Connus: Section 4, Section 5 and Sections 12 through 17.

5. SECURITY AND THE USER'S 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. The User agrees to exercise caution in all interactions with other Users, particularly when deciding to communicate outside of the Service or when meeting with someone in person. The User agrees not to share financial information (for example, credit card or bank account information) and agrees not to transfer or otherwise send money to other Users. Unless there is an agreement to work together and the User has a valid VAT number. Your details and/or your company details may be exchanged in order to promote professional cooperation. The User alone is responsible for its interactions with other Users. The User understands 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. The User does grant Connus the right to conduct background investigations if deemed necessary.

6. INTELLECTUAL PROPERTY

Connus grants the User 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 the User to use the Service as intended by Connus and as permitted under this Agreement. Therefore, the User agrees not to:

- copy, modify, transmit, create derivative works from, use or reproduce any copyrighted material in any way, 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 its 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;
- upload viruses or other malicious code or activities that otherwise compromise the security of the Service;
- falsify headers or otherwise manipulating ID's to identify the origin of information transmitted to or through the Service;
- "frame" or "mirror" 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 prior written permission;
- use, access or publish the Connus application programming interface without prior written permission;
- probe, scan or test the vulnerability of the Service or any system or network.

- encourage or promote any activity that violates this Agreement. Connus may investigate and take any available legal action in response to unlawful and/or unauthorized use of the Service, including account termination.

7. RIGHTS THE USER GRANTS CONNUS

By creating an account, the User grants 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 the User authorizes Connus to view through Facebook and/or Instagram, as well as any information the User posts, uploads, displays or otherwise makes available (collectively, "Post") through the Service or sends to other Users (collectively, "Content"). Connus' right to use the Content is non-exclusive, except for derivative works created by use of the Service. For example, Connus would have an exclusive right to screenshots of the Service that contains the Content. In addition, the User authorizes Connus to act on its behalf regarding infringement of use of its content by other Users or third parties. This allows Connus to prevent the Content from being used outside of the Service. Connus' right to use the Content is subject to the User's 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 purpose of servicing and operating, developing, providing, and improving the Service and researching and developing new features. The User agrees that the Content posted or authorized for Connus 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). The User agrees that all information provided when creating its account, including information derived from its social media accounts, is accurate and truthful and that the User has the right to post relevant content on the Service and grants the right to Connus as described above. The User understands and agrees that Connus may monitor or review the Content the User posts. Connus may remove any Content, in whole or in part, that in its sole discretion violates this Agreement or may damage Connus' reputation. The User agrees to be respectful and friendly when communicating with Connus' customer service representatives. If Connus believes that the User's behavior toward its customer service representatives or other employees is threatening or abusive at any time, Connus reserves the right to terminate the User's account immediately. As compensation for using Connus, the User agrees that Connus, its subsidiaries and third party partners, may place advertising on the Service. By submitting suggestions or providing feedback to Connus regarding the Service, the User agrees that Connus may use and share such feedback for any purpose without compensation. The User agrees that Connus may access, retain and disclose its 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 the User's requests for customer support; or (v) to protect the rights, property, or personal safety of Connus, the Company or another person.

8. COMMUNITY RULES

By using the Service, the User agrees that it:

- 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.
- will not violate Connus' Community Guidelines.
- will not send Users spam or commit fraud.
- will not impersonate any person or entity or post content of another person without his or her permission.
- will not harass, stalk, intimidate, attack, 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 prior consent.
- will not use another User's account.
- will not create another account if Connus has already terminated its account, unless the User has been given Connus' permission to do so.

Connus reserves the right to investigate and/or terminate the User's account, without refund of any transaction, if it has 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 the User sees Content on Connus that violates this Agreement, please report it within the Service or at info@connus.app.

10. TRANSACTIONS

Connus offers services through the App store, Google Play or other application platforms authorized by Connus (each, a "Software Store"). If the User chooses to make a transaction, the User's account info will be used in order to send an official invoice of this transaction via e-mail. All prices communicated through Connus are excl VAT. The VAT will be visible on the invoice send by email. Connus has the right to change the prices at any time. Every invoice must be paid immediately starting from the date of the invoice.

The user can also make an agreement with Connus to work out an influencer marketing campaign together. The details of this campaign can vary from user to user. If the User wants to work with Connus for this kind of services, the User's account info will be used in order to send an official invoice of this transaction via e-mail. All prices communicated through Connus are excl VAT. The VAT will be visible on the invoice send by email. Every invoice must be paid within 14 days starting from the date of the invoice.

In the case of non-payment, Connus may, ipso jure and without notice to the user in advance, increase the amount of the invoice with an interest of 30 % per month from the due date and a damages clause of 40 % with a minimum of 500 euro. If the User chooses to make a transaction through the Service, the User agrees to pay Connus all invoices for the agreed prices for the Service it has selected, as well as any sales or similar taxes that may apply to these payments. Connus may correct billing errors or errors made when payment requests have already been made or payment has been received. If the User initiates a refund or otherwise reverses a payment made through its payment method, Connus may terminate the User's account immediately. Refunds. Generally, no refunds are available and no refunds or reimbursements will be made.

11. COPYRIGHT INFRINGEMENTS

If the User believes that its work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide us 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 the User believes has been infringed;
- A description of where the material that the User claims has been infringed is located on the Service (and such description

shall be reasonably sufficient to permit Connus to locate the allegedly infringing material);

- The User's contact information including address, telephone number and e-mail address;
- a written statement that the User has a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- a statement by the User, made under penalty of perjury, that the above information in the notice is accurate and that the User is 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

Connus may, but is not obligated to, monitor, edit or remove Content that it determines in its 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. The User agrees that the shared Content 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. The User further agrees that its 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. The User may not use a false email address, impersonate anyone other than itself, or otherwise mislead Connus or third parties as to the origin of any comments. The User is solely responsible for any posted Content and/or messages sent within the Service. Connus takes no responsibility and accepts no liability for Content or actions taken on the Service that are not consistent with these Terms of Use. If the User violates these Terms of Use, an immediate and permanent deletion of its 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 warrants that it will at all times use its best efforts to provide a service. 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 the User or any other User or third party posts, transmits or receives through the Service. Any Content downloaded or otherwise obtained through the use of the Service is the User's sole responsibility and is done at its 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 the User chooses to interact with the third parties that are made available through the Service, the terms and conditions of such parties will further govern the 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) the User's 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 the User's 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 the User to Connus for the Service. 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 the User.

16. LOCATION

All claims arising out of or relating to this agreement, the service or your relationship with Connus shall be litigated exclusively in the courts of Ghent, Belgium.

17. INDEMNIFICATION

The User agrees, to the fullest extent permitted under applicable law, to indemnify, defend and hold harmless Connus, its affiliates, and its 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 the User's access to or use of the Service, its Content or its breach of this Agreement.

18. ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy and any stated terms to which the User has agreed upon when purchasing additional features, products or services we offer on the Service, contains the entire agreement between the User 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. The User agrees that its account on the Service is non-transferable and all of its rights to its account and its Content will expire upon its death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this agreement and the User 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 Belgium, East Flanders, Ghent Division, shall have jurisdiction.