

## TERMS OF USE DEX CARDS

*DEX Cards is an online application that can be used for the digital storage and exchange of business cards ('Application'). This Application is designed and operated by DEX Cards B.V., a private company with limited liability and have our registered and principal place of business in Amsterdam, the Netherlands. Please read these terms of use ('ToU') carefully before you create an account with us, as these will apply to the use of our Application.*

*In these ToU, the terms "we," "our," or "us" refer to DEX Cards B.V., our affiliates, subsidiaries, successors in interest, licensees and each of its and our officers, directors, shareholders, agents, representatives and/or employees. The terms "you" and "yours" refer to the natural person using (the Services provided via) our Application.*

*You are permitted to access and use our Application and related services subject to the following terms and conditions only. We recommend that you save or print a copy of these ToU for future reference and consult these ToU on a regular basis, since these ToU may be amended from time to time.*

*Last modified on: 13-03-2021*

### **1. Services**

- 1.1 Through our Application we offer both free and paid services. The free services consist of the digital storage and exchange of business cards ('Standard Services'). The paid services consist of the possibility to make use of a personalised environment of the Application, in which personalised templates can be used to design your business card ('Additional Services'). Our Standard Services and Additional Services are hereinafter jointly referred to as the 'Services'.
- 1.2 You can only access and make use of our Additional Services when the organisation you work for ('Employer') has entered into a license agreement ('Agreement') with us.

### **2. Account and password**

- 2.1 You agree to provide us and, if applicable your Employer, with complete and accurate information necessary to create an account and to provide you with our Services, and you agree to keep this information up-to-date.
- 2.2 Access to the Services will be granted by means of e-mail authentication. After verification you will be granted access without undue delay to our Application and Standard Services, and if applicable, the Additional Services.
- 2.3 The access to and use of our Additional Services may depend (partly) on the Agreement we have concluded with your Employer. This means, inter alia, that you may be (temporarily) denied access to your account in case of (any suspicion of) infringement or violation of the underlying Agreement by your Employer.
- 2.4 You agree to keep your login credentials confidential, whether chosen by you or allocated by us or your Employer, and to not disclose such information to any third party.

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- 2.5 You are responsible for any and all activities that occur under your account. You shall immediately inform us of any instances of unauthorized access under your account. You may be held responsible for any losses and damages incurred by us or any third party due to your own or someone else's use of your account.
- 2.6 We reserve the right to delete your account and/or block the access to (certain parts of) our Application and Services at any time (temporarily) and without prior notice if we deem it necessary. We shall not be liable for any damages or costs arising out of or related to the reasonable suspension, deletion and/or limitation of your account or access to and use of the Application and Services.

### **3. Our intellectual property rights**

- 3.1 We (and our licensors) own all rights, title, and interest (including, without limitation, patents, copyrights, database rights, trademarks, trade secrets, and all other industrial and intellectual property rights) in and to the Application, Services and any end-user documentation made available to you by us.
- 3.2 We reserve all rights not expressly granted to you in these ToU, and if applicable, the Agreement. We retain all title and interest in and to any and all existing and future intellectual property rights and all rights related to it.
- 3.3 Upon clicking the "accept-button" when accepting these ToU, we grant you a non-exclusive, non-transferable and non-sublicensable right to access and use the Application and Standard Services, and if applicable, the Additional Services (the 'License'). This License is limited to the rights expressly granted under these ToU, and if applicable, the Agreement. No other rights are granted or conveyed, or will be deemed to be granted or conveyed.
- 3.4 You may not sell, assign, sublicense, transfer, lease, rent, disclose or share your rights or any portion thereof under the License.

### **4. Your intellectual property rights**

- 4.1 You (or your Employer) remain the owner of (all intellectual property rights relating to) the information made available by you in and for the use of the Application and our Services. By making such information available via our Application you waive any moral rights you may have in any such information as far as legally permitted, and grant us a perpetual, non-exclusive, sub-licensable, transferable and royalty-free license to use, copy, distribute and disclose any such information (to other users and third parties) for the provision of the Services, including the right to:
- i) use the personal information - such as your name, contact details and profile picture – tradenames, trademarks, logos, photos, images, videos and any other information provided by you for the purpose of designing your business card;
  - ii) store and display such information in your account; and
  - iii) share the information listed under i) with others by means of the Application on your request.

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- 4.2 Except as prohibited by law, you waive any moral rights you may have in any such information,
- 4.3 Whenever you make use of (a part of) the Application and our Services which allows you to save, add, upload, link or share any information, you warrant and represent that you are legally entitled to make such use of the information and that such information does not violate any third party rights, in particular contractual, ownership, intellectual property and data protection rights and indemnify us against any third-party claims in this regard.
- 4.4 In case of (any suspicion of) infringement or violation of any intellectual property rights or any other third party rights by you, we are entitled to (temporarily) suspend and/or disable your account, until clarity is obtained on the correctness of this (suspicion of) infringement or violation.

### **5. Data protection and privacy**

- 5.1 Insofar as we process your personal data and the personal data of others you may provide to us in connection with the performance of our Application and Services, you warrant that we (and our processors) are entitled to process such personal data. We undertake no obligations regarding the confidentiality of published user data. We may process and view these data, but do not guarantee its authenticity, accuracy, completeness, compatibility, or quality.
- 5.2 You indemnify us against any and all claims by any and all data subjects, and fines or penalty payments imposed on us by a supervisory or other governmental body, as a result of or related to a violation of this clause or breach of the GDPR or any other applicable laws and regulations concerning privacy and data protection by you.
- 5.3 For more information on how we deal with the protection and processing of your personal data we refer you to our privacy statement available via <https://dexcards.com/privacy>.
- 5.4 We reserve the right to monitor, review, retain and/or disclose any of your (personal) data, as necessary to satisfy any applicable law, regulation, legal process or any governmental request, as well as to disclose your identity to any person or third party stating that the information provided by via our Application and/or Services, constitutes a violation of its rights.
- 5.5 You acknowledge that we may use your (personal) data for developing, maintaining and improving our Application and Services, including activities related to products maintenance and troubleshooting (e.g. bug fixing) as well as product management and development (e.g. new features or versions), and for statistical and analytical purposes.

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### **6. No reliance on information**

- 6.1 Although we make reasonable efforts to update the information within our Application and Services on a regular basis, we make no representations, warranties or guarantees, whether express or implied, that the information will be accurate, complete and up-to-date. Such information is provided for general reference only.
- 6.2 Our Application and Services may contain information, including personal data, and links to other websites and resources, provided by other users or third parties. We have no control over websites, resources or information uploaded by users or originating from third parties and assume no responsibility or liability for such information.

### **7. Availability**

- 7.1 Although we will make all reasonable efforts in this respect, we do not warrant that:
- a) the Application and Services will always be, accessible and available, or will work error-free and uninterrupted at all times;
  - b) all information provided by DEX, including all information in the Application and end-user documentation, will be accurate, complete or up-to-date;
  - c) data transmission will be correct and undamaged at all times, this includes the sharing of (information on) business cards.
  - d) the quality of any Service, Documentation, data, or any other information obtained through the use of our Application or Services, will meet your expectations or are fit for any particular purpose; and
  - e) all errors that may occur in our Application or Services will be fixed.
- 7.2 We reserve the right to revise, modify, discontinue or change any facet of our Application or Services at any time without providing prior notification to you.
- 7.3 Without prior notice to you, we are entitled to (temporarily) suspend the use of the Application and the Services or to restrict the use, to the extent that this is necessary for reasonably required immediate maintenance or for necessary immediate adjustments or improvements to the Application or Services (e.g. in the event of a security breach).

### **8. User restrictions**

- 8.1 You are responsible for the acquirement and maintenance of the equipment necessary to access and use the Application and Services, including smartphones and internet connections.
- 8.2 You are responsible for any use - including unauthorised use - of the Application and Services, and will act and behave in accordance with what may be expected of a responsible and careful Internet user. Therefore, when accessing or using the Application and Services, You agree not to - or permit any other person or third party to - or attempt to:

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- a) modify, translate, adapt, arrange or create derivative works of the Application, Services, end-user documentation or any parts thereof;
- b) decompile, disassemble or reverse engineer, or otherwise attempt to derive the source code, algorithms, methods, or techniques or any part thereof of the Application or Services;
- c) remove, change or obscure any copyright, trademark or patent notices that appear within Application, Services and any end-user documentation made available to you by us;
- d) interfere with, damage, or disrupt the normal operation or any security-related features of the Application or Services;
- e) gain unauthorized access to, or restrict or inhibit use by other users of the Application and Services;
- f) pose a security risk to the Application, Services or any users;
- g) use the Application or Services, or any feature thereof in a way that could or will violate any law or the rights of any person or third party or expose us to legal liability;
- h) copy and/or use trademarks, domain names, trade names, logos or any other information protected by (intellectual property) rights of others, unless you have been given prior explicit consent to do so;
- i) upload, or publish in any other way, materials which you are not allowed to make public by applicable laws or which violate applicable laws, including but not limited uploading and sharing of (personal) information that belongs to another person or third party without that person's or third party's permission; and
- j) provide us with information, enter or share information via our Application and Services, that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity.

### **9. Liability and indemnification**

- 9.1 The Application and the Services are provided "as-is" and "as-available", to the maximum extent permitted by applicable law. We make no warranties or representations, express or implied, as to any matter, including without limitation non-infringement of third party rights, non-infringement to use data or any other data, merchantability, integration, or fitness for any particular purpose, or that our Application and Services will meet your requirements or will function properly when used in conjunction with other software or hardware. Furthermore we make no warranties for any third party services or software which may be used to provide access to and use of the Application and Services.
- 9.2 We are only liable for any damages or costs arising out or resulting from the intent or wilful recklessness (*opzet of bewuste roekeloosheid*) of our management.
- 9.3 We shall not be liable for any direct, indirect or consequential damages, whether in contract, tort, or otherwise, arising out or related to the access or use of our Application or Services. This includes, without limitation, loss of profits, revenue,

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business, goodwill, (personal) data, or costs to prevent, mitigate or determine such damages.

- 9.4 If and insofar as for any reason we would nevertheless be liable for any costs or damage suffered by you, our total liability is limited to EUR 100,- (one hundred euro's).
- 9.5 You agree to defend, indemnify and hold us harmless from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, of any third party arising out or resulting from: (i) your use of the Application and Services in violation of these ToU (ii) any information or other material uploaded or transmitted via your account, smartphone or other device that infringes, violates, or misappropriates the rights of any person or third party (including any intellectual property rights or privacy rights), and (iii) the violation of any mandatory law or regulation which applies directly to you. You shall make all reasonable efforts to aid us in defending ourselves against any claims and/or lawsuits, and provide us upon first request without undue delay, with all relevant information that may be necessary to defend ourselves against and/or settle such claims and/or lawsuits.

### **10. Termination**

- 10.1 You may terminate your contractual relationship with us at any time by stopping your use of our Services and waiving your right to access and use our Application by deleting your account and removing the Application from your device(s).
- 10.2 If and when you have deleted your account, all data in and related to your account will remain stored for a maximum period of one year. The data you have already shared with others will not automatically be destroyed when you delete your account with us.
- 10.3 The access to and possibility to make use of our Additional Services will end when the Agreement between us and your Employer has ended. When this happens, you still remain entitled to access and make use of our Standard Services.
- 10.4 We may at any time at our own discretion terminate our contractual relationship with you, including without limitation, in the event you breach any provision of these ToU. In the event of such a termination, you shall destroy all copies and components of the Application, remove the Application from your devices and stop using the Application and our Services.

### **11. Governing law and competent court**

- 11.1 These ToU are construed in accordance with and shall be exclusively governed by the laws of the Netherlands.
- 11.2 Any and all disputes between us that may arise under or in connection with these ToU shall be exclusively referred to the competent court in Amsterdam, the Netherlands unless mandatory law designates another court.

### **12. Miscellaneous**

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- 12.1 If any portion of these ToU is found to be invalid, unenforceable or non-binding, the remaining portion will remain in force and full effect.
- 12.2 We are entitled to amend these ToU unilaterally and without prior notice to you from time to time. Whenever the ToU have been changed materially, you will receive a notification. If you do not wish to accept the changed ToU, we may deny you access to and use of (parts or) our Application and/or Services.
- 12.3 We may assign our obligations under these ToU to a third parties, provided that such third parties shall perform all obligations and observe all rights under these ToU.
- 12.4 The English version of this ToU will be the only official and legally binding version, regardless of whether a translation into another language is or will be made.

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