

## Uniyard Terms of Service

The following terms and conditions govern all use of Uniyard B.V.'s websites and mobile applications, including all content, services and products available at or through these platforms (collectively, the "Service"). The service is offered to your acceptance without modification of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Uniyard B.V.'s Privacy Policy) and procedures that may be published from time to time on this site or mobile application by Uniyard B.V.

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, you agree to become bound by the terms and conditions of this agreement and its Annex. If you do not agree to all the terms and conditions of this agreement, then you may not access the Service or use any services. If these terms and conditions are considered to be an offer by Uniyard B.V., acceptance is expressly limited to these terms. The Service is available only to individuals who are at least 13 years old, and to businesses.

1. Uniyard B.V.'s social network services are designed to give you the control over your Uniyard social network profile and to encourage you to express yourself freely. However, be responsible in what you post. You cannot use your Uniyard account in a way that it disturbs other users in the network. In particular, make sure that none of the prohibited items listed below appear on, or get linked to, your social network profile (e.g. spam, viruses, or hate content). Uniyard B.V. holds the right to remove such posts, and if necessary deactivate or delete such accounts.

Uniyard social network services are free for personal use only. Therefore, you are not allowed to use your Uniyard profile to promote other commercial services or products, unless approved by or a part of the agreement with Uniyard B.V. Uniyard B.V. holds the right to remove such (unauthorized) posts, and if necessary deactivate or delete such accounts.

If you create a social network profile on one of our mobile applications, you are fully responsible for all activities that occur under your account and any other actions taken in connection with your account. You must not describe or assign keywords from your social network profile in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Uniyard B.V. may change or remove any description or keyword that it considers inappropriate or unlawful, or

otherwise likely to cause Uniyard B.V. liability. You must immediately notify Uniyard B.V. of any unauthorized uses of your social network account, your mobile application, your account or any other breaches of security. Uniyard B.V. will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2. You are entirely responsible for the content that you publish, share in our system or submit to us, and any harm resulting from that content. That is the case regardless of whether the content in question constitutes text, graphics, an audio file, or computer software. By making content available, you represent and warrant that:
  - the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
  - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
  - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
  - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
  - the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
  - the Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
  - your social network profile or business is not getting advertised via unwanted electronic messages such as, frequent posts on our social network applications, spam links on newsgroups, email lists, blogs and web sites, and similar unsolicited promotional methods; and
  - your social network profile is not named in a manner that misleads other users and visitors into thinking that you are another person or company. For example, your

Uniyard social network profile name is not the name of a person other than yourself or company other than your own

By submitting Content to Uniyard B.V. for inclusion on any services or applications provided by Uniyard B.V., you grant Uniyard B.V. a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your content. If you delete Content, Uniyard B.V. will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Uniyard B.V. has the right (though not the obligation) to, in Uniyard B.V.'s sole discretion (i) refuse or remove any content that, in Uniyard B.V.'s reasonable opinion, violates any Uniyard B.V. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Service to any individual or entity for any reason, in Uniyard B.V.'s sole discretion. Uniyard B.V. will have no obligation to provide a refund of any amounts previously paid.

3. Parts of our services are free of charge for individual use, such as Uniyard social network services. However we also provide paid services for commercial use, such as online advertising services. Additional terms for these services can be found Annex to this document.
4. Responsibility of service visitors and users. Uniyard B.V. has not reviewed, and cannot review, all of the material posted to the Service, and cannot therefore be responsible for that material's content, use or effects. By operating the Service, Uniyard B.V. does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Service may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Service may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Uniyard B.V. disclaims any responsibility for any harm resulting from the use by visitors and users of the Service, or from any downloading by those visitors and users of content there posted.

5. **Content Posted on Other Services.** We have not reviewed, and cannot review, all of the material made available through the services and webpages to which our services link, and that link to our services. Uniyard B.V. does not have any control over those non-Uniyard services and webpages, and is not responsible for their contents or their use. By linking to a non-Uniyard website, webpage or application, Uniyard B.V. does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Uniyard B.V. disclaims any responsibility for any harm resulting from your use of non-Uniyard websites and webpages.
6. **Copyright Infringements.** As Uniyard B.V. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by our services or any Uniyard B.V. social network or mobile application violates your copyright, you are encouraged to notify Uniyard B.V. Uniyard B.V. will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Uniyard B.V. or others, Uniyard B.V. may, in its discretion, terminate or deny access to and use of the Service. In the case of such termination, Uniyard B.V. will have no obligation to provide a refund of any amounts previously paid to Uniyard B.V.
7. **Intellectual Property.** This Agreement does not transfer from Uniyard B.V. to you any Uniyard B.V. or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Uniyard B.V. Uniyard B.V., Uniyard.com, the Uniyard B.V. Logo, and all other trademarks, service marks used in connection with Uniyard B.V., or the Service are trademarks or registered trademarks of Uniyard B.V.'s licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Uniyard B.V. or third-party trademarks.
8. **Changes.** Uniyard B.V. reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Service following the posting of any

changes to this Agreement constitutes acceptance of those changes. Uniyard B.V. may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources and modification as well as termination of released features). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

- 9. Termination.** Uniyard B.V. may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Uniyard account (if you have one), you may simply discontinue using the Service. If you want to delete your Uniyard account from our system, you simply send us an e-mail (support@uniyard.com) from the e-mail address that you provide on your Uniyard profile, and attached to that e-mail you need to send us your Uniyard username (which is available at the bottom of your profile edit page) and the screenshot of your user profile edit page. To verify your account, Uniyard B.V. may also ask you to provide additional information, such as phone number. Uniyard B.V. can terminate the Service immediately as part of a general shut down of our service. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 10. Disclaimer of Warranties.** The Service is provided “as is”. Uniyard B.V. and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Uniyard B.V. nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk.
- 11. Limitation of Liability.** In no event will Uniyard B.V., or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Uniyard B.V. under this agreement during the twelve (12) month period prior to the cause of action. Uniyard B.V. shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

- 12. General Representation and Warranty.** You represent and warrant that (i) your use of the Service will be in strict accordance with the Uniyard B.V. Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Netherlands or the country in which you reside) and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.
- 13. Indemnification.** You agree to indemnify and hold harmless Uniyard B.V., its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Service, including but not limited to your violation of this Agreement.
- 14. Miscellaneous.** This Agreement constitutes the entire agreement between Uniyard B.V. and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Uniyard B.V., or by the posting by Uniyard B.V. of a revised version of this Agreement. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Service will be governed by the laws of the Netherlands, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the Netherlands. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Uniyard B.V. may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

**ANNEX**



This Annex constitutes an inseparable part of Uniyard Terms of Service, and it contains additional provisions for Uniyard Advertising Services. In this regard this Annex governs two types of advertisement, namely Uniyard Discounts (also known as Student Discounts) and Uniyard Events (also known as ‘Local’ Events).

Uniyard B.V. disclaims any responsibility for any harm resulting from the content of the advertisement, or from any incorrect information submitted to Uniyard B.V. to be published in the Service. Uniyard B.V. also holds the right not to publish advertisement submissions for any reason; in that case it is deemed that there has never been a contractual relation with Uniyard B.V. In other words, your submission constitutes an offer, and it is subject to Uniyard B.V.’s acceptance. If your submission is accepted, Uniyard B.V. will process your advertisement submission and publish it into the Uniyard mobile application of your choice within 5 business days. This period may extend for an additional 5 business days depending on the circumstance at stake. If Uniyard B.V. does not publish your advertisement submission within 10 business days, it means that Uniyard B.V. does not accept to publish your advertisement. If you want modifications in your advertisement after the submission, you can contact us via [support@uniyard.com](mailto:support@uniyard.com) and we will apply changes in your advertisement as soon as possible (note that this period may take around five (5) business days or longer depending on the circumstances at stake).

By submitting an advertisement request, you warrant that you have the necessary power, approval or authorization to enter into an agreement with Uniyard B.V. You also warrant that you do not use any false or misleading statements in your advertisements whether by statement, act, omission or implication; all the materials, such as pictures, descriptions, prices and other information submitted to us reflect the truth, and they do not infringe any copyrights; you are fully responsible for the advertisement content and any meaning drawn out of it. Uniyard B.V. is not a part of any offer or event made through its advertising services, and therefore it is not bound by any advertisements published in the Service, unless provided otherwise.

Fees for Uniyard advertising services are explained below. Moreover, Uniyard B.V. may offer extra advertising services, such as featured advertisements. The fees for such services are addition to basic advertising services that Uniyard B.V. offers. If you have any question about charges, please contact us immediately via [info@uniyard.com](mailto:info@uniyard.com). Uniyard B.V. may also offer promotional offers, including a free trial, which will allow you to evaluate the service. No payment information/action is required to initiate a free

trial, and charges will only be applied after the explicit purchase of our services by the end of trial period. Uniyard B.V determines the duration of the trial period.

- **If you submit an event** for a non-commercial event, we can publish your event in our mobile applications for free of charge. For commercial events, please contact us to request a quote via [info@uniyard.com](mailto:info@uniyard.com), fees may vary depending on the type and the size of the event and/or organization. Each event charged separately. Once your event submission is accepted and published in the Service, you are not entitled for a refund in case you cancel this agreement. However, if the submitted event is cancelled, or it will never take place, you are entitled full refund. Event cancellations need to be submitted to [support@uniyard.com](mailto:support@uniyard.com) at least 5 business days prior to the prospective event date.
- **If you submit a discount** to be published in Uniyard Discounts, you agree to contract with Uniyard B.V. for a monthly usage, with a minimum period of one (1) month. However this period may be modified if both parties explicitly agree upon. You can opt to upgrade or downgrade your service agreement to any other contract agreement that Uniyard B.V. is currently offering for sale at any time during your contract term. Any plan downgrades will take effect when your next monthly cycle begins. In the case of an upgrade, you will be charged for the difference in the cost of the two contracts over the remainder of the original contract term. At the end of the contract term, the contract will automatically end unless provided otherwise. If you cancel your service agreement, your cancellation takes effect on your next monthly cycle. This means we will not be able to refund you for early contract cancellation. All cancellations must be requested a minimum of five (5) business days prior to the next monthly cycle begins to allow for an adequate processing time. Cancellation must be issued via Uniyard B.V.'s support addresses ([support@uniyard.com](mailto:support@uniyard.com)).

Uniyard B.V. holds the right to terminate or suspend its services at any time for any reason. In that case, Uniyard B.V. refunds the full amount paid for event advertisements, and the amount paid for the monthly period of which the termination or suspension took place for the discount advertisements.

Payment details will be sent to you by e-mail after Uniyard B.V. accepts your submission. Uniyard B.V. has a zero tolerance policy for chargebacks. Any customer who disputes a payment that is found to be valid will be permanently

blacklisted and barred from use of the Service. Any past due fees and costs will be sent to collection. If our collection efforts fail, unpaid debts will be reported to all available relevant authorities.

If you have any further question, you can contact us via [info@uniyard.com](mailto:info@uniyard.com).

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