C-Facts End User Agreement

YOU ACCEPT THE FOLLOWING CONDITIONS

Definitions

This EUA uses words which start with capital letters, those words to have the meaning as defined in the C-Facts SaaS Agreement.

Registered User

In order to access and use the Services available to a Registered User, You are required to set up an Account at app.C-Facts.com ("Account"). You are solely responsible for maintaining the confidentiality of Your Account and warrant that You will not share your Account with any third party. You are solely responsible for any and all use of your Account and You agree (i) to be responsible for any act or omission of any users accessing the Services under your Account that, if undertaken by You, would be deemed a violation of this EUA, and (ii) that such act or omission shall be deemed a violation of this EUA by You.

By registering another person, group or entity you hereby represent that You are authorized to do so.

Individuals and/or entities whose access to the Services has previously been terminated by C-Facts may not register for a new Account, nor may they designate other individuals to use an account on their behalf. Notwithstanding the foregoing, you hereby expressly permit C-Facts or its authorized partners to access your Account in order to investigate and diagnose actual or potential defects or other technical problems with the Services and to investigate security risks or fraud.

Right to use the Services and limitations

You are granted the right to use the Services, however this right is non-exclusive, non-transferrable and immediately revocable by Us. You may only use the Serviced for the purpose for which it has been made available by the Us or User to You. Unless allowed by law, or allowed by the Agreement. You are not allowed reverse engineer the Services. Including, yet not exclusively, circumvent (technical) protection.

Notify Us

Please notify Us immediately if you become aware that Your Account is being used without authorization.

You agree to register using Your real name and you agree that any information You submit about Yourself is truthful and accurate. You warrant and represent that all information You provide to Us as part of your registration is true, accurate, current and complete, and You agree to maintain and promptly update such information to keep it true, accurate, current and complete. If We

believe or suspect that such information is untrue, inaccurate, not current or complete. We may deny or terminate your access to the Services (or any portion thereof) and any license(s) to the Services.

Age Restriction

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this EUA, and to abide by and comply with this EUA. In any case, you affirm that you are at least 18 years of age. If You are under 18 years of age, You may not use the Services without the assistance of a parent or guardian.

Effect and duration

The EUA becomes effective the day that it is been accepted by You. This EUA terminates when the Agreement between User and Us is terminated. We have the right to terminate the EUA with immediate effect, in case You breach one or more of Your obligations outlined in this EUA.

Liability

Liability of Us towards You for any form of damage is entirely excluded. However, We may be liable towards User under the terms of the Agreement.

Privacy

We process (personal) data of You on behalf of User, which uses this data for logging, user accounts, and security purposes. You hereby states to have taken knowledge of this. We process the personal data in accordance with <u>Our privacy policy</u>.

Other stipulations

This EUA is governed by the Laws of the Netherlands. We do not support You directly regarding the use of the Services. For support You must contact the (main) User.