



## Platform Terms and Conditions

### Article 1 Definitions

1.1 In these Platform Terms and Conditions, capitalized terms shall have the following meaning, both in singular and plural:

|                                       |  |
|---------------------------------------|--|
| <b>Account:</b>                       | the online profile that the User can create via the Website to access the Platform;  |
| <b>Content:</b>                       | all information, data, texts, images, videos, audio or other material placed on the Platform by a User, including Challenges and visual material of Challenges;  |
| <b>Credits:</b>                       | virtual unit of value within the Platform that represents a value in Euros. Users must purchase Credits to place Challenges;   |
| <b>User:</b>                          | the natural person who has created an Account for the use of the Platform.   |
| <b>Intellectual Property Rights:</b>  | all intellectual property rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighboring rights, as well as related rights such as rights to know-how and so-called one-line performances; |
| <b>Login Details:</b>                 | the username and password of the User with which they access their Account and can use the Platform;   |
| <b>Platform:</b>                      | SendChallenges' online platform on which Users can set Challenges, made available via the Website;   |
| <b>Platform Terms and Conditions:</b> | these platform terms and conditions between User and SendChallenges;   |
| <b>Privacy Statement:</b>             | SendChallenges' privacy statement, available via the Website;  |
| <b>SendChallenges:</b>                | The private limited company SendChallenges B.V., with offices at (5431 NV) Cuijk, at De Nieuwe Erven 3, Unit 11191, registered under Chamber of Commerce number 90269810;  |
| <b>Challenge:</b>                     | an activity, question, assignment or task placed by a User that can be accepted by other Users;  |
| <b>Website</b>                        | SendChallenges' website accessible via <a href="http://www.sendchallenges.com">www.sendchallenges.com</a> and all underlying pages.  |

### Article 2 General Provisions

- 2.1 These Platform Terms and Conditions apply to all use of the Platform and all resulting legal relationships between SendChallenges and the User.
- 2.2 SendChallenges reserves the right to amend these Platform Terms and Conditions from time to time. SendChallenges will inform Users about material changes before they take effect.





- 2.3 If a User continues to use the Platform after modification of the Platform Terms and Conditions, the User thereby accepts the modified Platform Terms and Conditions.

### **Article 3 Registration and Account**

- 3.1 To use the Platform, a User must register by creating an Account. During registration, you must provide Login Details, which can be used to access the Platform.
- 3.2 Users are expressly prohibited from creating an Account in someone else's name.
- 3.3 The User is responsible for keeping their Login Details confidential and preventing unauthorized access to their Account.
- 3.4 The Platform is available to Users aged sixteen (16) years or older. By accepting these Platform Terms and Conditions, the User guarantees that they are sixteen (16) years of age or older or have permission from their legal representatives when creating an Account.
- 3.5 The User is liable for all use of the Platform via their Login Details. SendChallenges may assume that the User is actually the person who logs in with their Login Details. As soon as the User knows or has reason to suspect that Login Details have fallen into the hands of unauthorized persons, the User must inform SendChallenges of this, without prejudice to their own obligation to immediately take effective measures themselves, such as changing the Login Details. SendChallenges is not liable for damage resulting from any unauthorized access to or use of the Platform by third parties.
- 3.6 Users aged sixteen (16) or seventeen (17) may create an Account, view and accept Challenges, and earn Credits. However, they are not permitted to create or send Challenges, nor to request a payout of earned Credits until they reach the age of eighteen (18). Any Credits earned by such Users will remain in their account and become available for payout once they reach legal adulthood.

### **Article 4 Use of the Platform and Challenges**

- 4.1 The Platform offers Users the ability to send Challenges to other Users, view Challenges from other Users, and respond to Challenges from other Users.
- 4.2 Users can place Challenges and participate in Challenges under the conditions set out in these Platform Terms and Conditions.
- 4.3 To create a Challenge, the User must use Credits. When creating the Challenge the User determines how many Credits are used. SendChallenges reserves the right to set further conditions, including a maximum number of Credits per period.





- 4.4 The Challenges are evaluated between the relevant Users. In case of discussion about whether a Challenge has been completed, SendChallenges acts as the evaluator of the dispute. SendChallenges' assessment is binding in this context.
- 4.5 A User who successfully completes a Challenge receives the Credits that have been used by the issuer of the Challenge, in accordance with the conditions of the relevant Challenge.
- 4.6 Users are not permitted to place Content that is in any way unlawful, as determined by SendChallenges, including but not limited to:
- a) a) content that is discriminatory regarding appearance, race, religion, gender, culture, origin or is otherwise offensive or inappropriate, as determined by SendChallenges;
  - b) b) content that calls for violence against and/or harassment of another or others;
  - c) c) content that leads to or results from exploitation or abuse of others;
  - d) d) content that, in SendChallenges' opinion, is contrary to public morals or good taste, is violent or contains a link to pornographic material or pornographic websites, or contains pornographic or erotic material;
  - e) e) content in which personal data of minors are requested and/or in which personal data of others are made available;
  - f) f) content that promotes or commits illegal activities;
  - g) g) content that is based on falsehoods and/or is misleading;
  - h) h) content that contains viruses, Trojan horses, worms, bots or other software that can damage, make unusable or inaccessible, delete or appropriate an automated system, or that is intended to circumvent technical protection measures of the Website and/or SendChallenges' computer systems;
  - i) i) content that consists of assuming a false identity and/or incorrectly suggesting that the User is involved with SendChallenges;
  - j) j) content involving chain letters, junk mail or spamming and/or where passwords or other personally identifiable information is requested for commercial or illegal purposes.
  - k) k) content in violation of these Platform Terms and Conditions, the Privacy Statement or any applicable laws and/or regulations;
  - l) l) content that infringes the rights of SendChallenges and/or third parties, including but not limited to Intellectual Property Rights or rights relating to the protection of privacy; or
  - m) m) content that may harm the interests and reputation of SendChallenges.
- 4.7 SendChallenges reserves the right to refuse or remove Content from the Platform if this is necessary in SendChallenges' opinion, without this in any way leading to any right of the User to compensation and/or restitution, and/or liability of SendChallenges.
- 4.8 SendChallenges is entitled, without prior notice, to make procedural and technical changes and/or improvements to the Platform.





- 4.9 SendChallenges is entitled, without prior notice and without becoming liable to the User, to (temporarily) take the Platform out of service and/or limit its use if this is necessary in SendChallenges' assessment, for example in the context of reasonably required maintenance to the Platform.

## **Article 5 Credits and Payments**

- 5.1 Registration on the Platform is free. Users must purchase Credits via the Platform to send Challenges to another User.
- 5.2 Unless otherwise indicated, all amounts stated by SendChallenges are in euros and include VAT and other government levies.
- 5.3 Credits can only be used for Challenges, services or products within the Platform.
- 5.4 Users can manage the purchased Credits via a virtual wallet. Credits are non-transferable and non-refundable. Users are responsible for all transactions carried out with Credits via their account.
- 5.5 SendChallenges is not liable for loss of Credits as a result of unauthorized access to the User's Account, unless this is the direct result of negligence by SendChallenges.
- 5.6 The balance of Credits can be paid out in Euros at the request of the User. SendChallenges pays out the available balance at the end of each month on business days.
- 5.7 SendChallenges reserves the right to change or terminate the system for Credits, including the value, and functionality, at any time and will inform Users of this in a timely manner.
- 5.8 SendChallenges does not guarantee that the Platform will be accessible at all times and without interruptions or disruptions. Disruptions in the Platform may occur, among other things, as a result of disruptions in the internet or telephone connection or due to viruses or errors/defects. SendChallenges is in no way liable or obliged to compensate the User for any damage resulting from the (temporary) unavailability or (interim) failure of the Platform.

## **Article 6 Content Moderation**

- 6.1 SendChallenges does not check Challenges in advance and is not responsible for the content of Challenges. SendChallenges is only obliged, under the conditions as indicated below, to subsequently - after receipt of a notification - remove unequivocally unlawful material or stop unequivocally unlawful activity.
- 6.2 SendChallenges has established a procedure by which the presence on or accessibility via the Platform of allegedly unlawful material or allegedly unlawful activity can be reported to SendChallenges. This can be done by completing the notification form on the Website.



- 6.3 SendChallenges reserves the right not to comply with a request to block material or stop an activity if it has well-founded reasons to doubt the correctness of the notification or the legality of the evidence provided, or if a balancing of interests requires this.
- 6.4 SendChallenges will in no way have to be a party to a dispute between the person making the notification and any third party.
- 6.5 SendChallenges reserves the right to suspend or (permanently) block access to the Platform if a User acts in violation of these Platform Terms and Conditions.
- 6.6 If SendChallenges takes restrictive measures, it will inform the User about the relevant facts, basis, and appeal options.

#### **Article 7 Intellectual Property Rights**

- 7.1 The Intellectual Property Rights relating to the Platform and information made accessible via the Platform such as texts, look-and-feel, Profile templates, video, audio and image or photo material, rest with SendChallenges and/or its licensors.
- 7.2 Under the conditions set out in these Platform Terms and Conditions, SendChallenges grants the User a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the Platform, for the purposes described in these Platform Terms and Conditions.
- 7.3 The User in principle retains the Intellectual Property Rights with respect to the Content placed by the User. The User acknowledges and agrees that by making available/uploading Content, they automatically grant SendChallenges a free, worldwide, irrevocable, sublicensable and transferable license to
  - i) use, reproduce, distribute and make public the Content in connection with the Platform; and
  - ii) use and reproduce the Content (and permit third parties to use and reproduce) in any media for marketing and/or promotional purposes in connection with the Platform.
- 7.4 The User expressly waives all personality rights mentioned in Article 25 of the Copyright Act, insofar as this is permitted under that article of law.
- 7.5 The User is expressly not permitted to download, copy, modify, reverse engineer, make public or use for any purpose other than the purposes mentioned in these Platform Terms and Conditions any information that is made accessible via the Platform, including but not limited to Content from other Users, unless SendChallenges or the relevant rights holder has given permission for this or mandatory Dutch law permits such use.



- 7.6 Nothing in these Platform Terms and Conditions is intended to transfer any Intellectual Property Right to the User. The User will not perform any actions that may infringe the Intellectual Property Rights of SendChallenges, such as registering domain names, trademarks or Google AdWords that are similar to or identical to any object on which SendChallenges has Intellectual Property Rights, or retrieving or reusing substantial parts or repeatedly and systematically retrieving or reusing non-substantial parts of the Platform.
- 7.7 It is not permitted to remove, make illegible, hide or change notices or mentions regarding Intellectual Property Rights

#### **Article 8 Privacy**

- 8.1 During the creation of the Account and during the use of the Platform, the User provides (personal) data to SendChallenges. This (personal) data will be processed in accordance with SendChallenges' Privacy Statement and applicable laws and regulations.

#### **Article 9 Warranties and Indemnifications**

- 9.1 SendChallenges makes its best efforts to offer the Platform.
- 9.2 The User guarantees to SendChallenges that the information they provide when creating their Account and placing Content is complete, current and correct.
- 9.3 The User guarantees to SendChallenges that they are entitled to use the Platform and that the User will act in accordance with these Platform Terms and Conditions. The User indemnifies SendChallenges against claims from third parties that are based on the assertion that the use of the Platform by the User, including but not limited to the placing of Content, is in any way unlawful.
- 9.4 The User accepts that the Platform only contains the functionalities and other characteristics as found on the Platform at the time of use (on an "as is" basis). SendChallenges expressly excludes explicit and implicit guarantees, commitments and indemnifications of any kind, including but not limited to guarantees, commitments and indemnifications regarding the quality, safety, lawfulness, integrity and correctness of the Platform, unless otherwise specified in these Platform Terms and Conditions.
- 9.5 The Platform may contain hyperlinks that cause the User to leave the Platform and end up on third-party websites. SendChallenges has no control over the websites or services of third parties. It may therefore be that different terms and conditions apply to the use of the websites or services of third parties. SendChallenges accepts no responsibility or liability for (the operation and/or content of) websites or services of third parties.



## **Article 10 Liability**

- 10.1 SendChallenges does not in any case become a party to the agreement between Users when they agree on a Challenge. SendChallenges does not check Challenges in advance and is not responsible for the content of Challenges. SendChallenges has no involvement with and is not liable and/or responsible for Content provided via the Platform or for any other information provided via the Platform by Users.
- 10.2 SendChallenges accepts no liability for damage as a result of the use of the Platform or from unlawful acts or otherwise, to the extent permitted by mandatory law.
- 10.3 If SendChallenges is liable to the User for damage for any reason whatsoever, this liability is, at all times per event (whereby a coherent series of events counts as one event), limited to the amount of the Credits used in the Challenge from which SendChallenges' liability arose.
- 10.4 SendChallenges is in no case liable for consequential damage, including but not limited to pure financial loss, loss of revenue and profit, loss of data and immaterial damage, related to or resulting from the use of the Platform.
- 10.5 The limitation of liability included in this article does not apply in case of intent and/or deliberate recklessness of SendChallenges.
- 10.6 A condition for the creation of any right to compensation is always that the User reports the damage to SendChallenges in writing as soon as possible after its occurrence. Any claim for compensation against SendChallenges expires by the mere lapse of twelve (12) months after the claim arose.

## **Article 11 Duration and Termination**

- 11.1 The agreement entered into between SendChallenges and the User for the use of the Platform is for an indefinite period.
- 11.2 The User has the right to stop using the Platform at any time and to delete the Account.

## **Article 12 Miscellaneous**

- 12.1 These Platform Terms and Conditions and all use of the Platform are governed by Dutch law.
- 12.2 All disputes that arise between the User and SendChallenges will be submitted to the competent court in the district of East Brabant in 's-Hertogenbosch unless mandatory law stipulates that the dispute must be submitted to another court.
- 12.3 If any provision of the Platform Terms and Conditions is deemed void, invalid or otherwise not applicable, SendChallenges will create a new provision that approaches the old provision in terms





of content and scope as much as possible, without itself being void, invalid or otherwise not applicable.

## **APPENDIX 1 -- Notification of Unlawful Content**

SendChallenges enables its Users to share Content with other Users and visitors. Unfortunately, some Content that is posted may be illegal or infringe intellectual property rights.

SendChallenges has no insight into or control over the Content shared by Users. We do not actively monitor what is posted on the Platform, but it is our policy to remove clearly unlawful Content after a well-substantiated notification.

This page explains how you can report unlawful content.

### **How do you make a notification?**

#### **STEP 1**

Complete the notification form on our Website. We may ask you for additional information.

#### **STEP 2**

Clearly indicate which content you believe is unlawful and why.

#### **STEP 3**

Your notification must contain at least this information:

- Which Content is unlawful and why? In case of infringement of intellectual property rights: also state which original work is concerned.
- Where can we find the Content? (for example, the URL)
- Your contact details: address, telephone number and email address.
- As much evidence as possible. This helps us to better assess whether the Content is indeed unlawful.

#### **STEP 4**

By submitting the form, you guarantee that:

- Your information is correct and you are making the notification in good faith
- You are the rights holder or are authorized to act on behalf of the rights holder
- You indemnify SendChallenges against claims from third parties related to the removal of Content





After your notification, we will investigate whether the Content is clearly unlawful. If so, we will act promptly to remove it. We reserve the right to forward your notification to the person responsible for the Content.

If we doubt the correctness of your notification or if a balancing of interests is necessary, we may decide not to remove the Content. In that case, we may request a court order from a Dutch court.

#### **Notification Form**

##### **Complainant**

- Name:
- Address:
- Phone number:
- Email address:

hereinafter: "Complainant".

With this notification, the Complainant requests SendChallenges to quickly remove or make inaccessible the unlawful Content as described below.

**Which Content do you believe is unlawful and where can it be found? Add evidence, such as the URL.**

**When did you find this unlawful Content? Indicate date and time.**

**Why is the Content unlawful? In case of infringement of intellectual property rights, also describe the original work on which infringement is made. Add as much evidence as possible.**

After your notification, we will investigate whether the Content is indeed unlawful. If so, we will act quickly. We reserve the right to forward your notification to the person or company responsible for the Content in question.

The complainant accepts the notification terms and declares that the information in this notification is correct, and that he/she is the rights holder or is authorized to act on behalf of the rights holder.