

1. Ownership of App; Agreement to Terms of Use

These Terms and Conditions of Use (the "**Terms of Use**") apply to use of the SnappArt subscription (the "**App**"). The App is the property of INVE Technologies NV and its affiliates ("**ITECH**").

The Terms of Use apply to the App in addition to any additional payment terms which you have selected in the process of subscribing for the App (the "**Payment Terms**"). In the event of any discrepancy between these Terms of Use and the Payment Terms, these Terms of Use shall prevail.

BY USING THE APP, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE APP.

ITECH reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the App following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, ITECH grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the App. These Terms of Use shall survive termination or expiry of any relationship or contract(s) between ITECH and you.

2. Term of your subscription to the App

Unless terminated earlier by ITECH, your paid subscription to the App shall have an initial term of either a month, or a year (depending on what billing cycle you selected in the process of subscribing for the App) (the "**Initial Term**"), whereafter it will keep renewing automatically for the same period of time (each period of time, a "**Renewal Term**") unless you indicate your intention to cancel your subscription in writing to ITECH or through electing to cancel via the App, in which case such cancellation shall only take effect at the end of the relevant Initial Term or Renewal Term, as applicable.

ITECH reserves the right, at its sole discretion, to terminate your subscription to the App at any time without liability to you, provided that in the event ITECH terminates your subscription part-way through a pre-paid subscription term other than due to a breach by you of these Terms of Use or the payment terms, ITECH shall refund to you such pro-rata portion of your pre-paid subscription fee which reflects the period of time between the date of early termination and the date when your subscription would otherwise have normally ended.

3. Content of the App

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the App is owned, controlled or licensed by or to ITECH, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the App and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web App or other medium for publication or distribution or for any commercial enterprise, without ITECH's express prior written consent.

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ITECH makes no representations or warranties, express or implied, that information or materials on the App are correct, and no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose, and, to the extent permitted by law, ITECH does not accept any liability for errors or omissions. Commentary and other materials made available on the App are not intended to amount to advice on which reliance should be placed. ITECH therefore disclaims all liability and responsibility arising from any reliance placed on any such materials by any user of the App, or by anyone who may be informed of its contents.

You assume sole responsibility for results obtained from your use of the App, and for conclusions drawn from such use. ITECH shall have no liability for any damage caused by errors or omissions in any information or

instructions provided to ITECH by you in connection with the App, or any actions taken by ITECH at your direction.

4. Your Use of the App

Use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require internet connectivity and appropriate telecommunication links. ITECH shall not have any responsibility or liability for any telephone or other costs you may incur.

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the App or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the App or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the App. ITECH reserves the right to bar any such activity.

You may not attempt to gain unauthorised access to any portion or feature of the App, or any other systems or networks connected to the App or to any ITECH server, or to any of the services offered on or through the App, by hacking, password "mining" or any other illegitimate means.

You agree not to access without authority, interfere with, damage or disrupt:

- (a) any part of the App;
- (b) any equipment or network on which the App is stored;
- (c) any software used in the provision of the App; or
- (d) any equipment or network or software owned or used by any third party.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the App or any transaction being conducted on the App, or with any other person's use of the App.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to ITECH on or through the App or any service offered on or through the App. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the App or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ITECH or others.

You represent and warrant that (a) your use of the App will be in strict accordance with these Terms of Use 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 regarding the transmission of data from the country in which you reside, and (b) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.

5. Your provision of information to the App and/or ITECH

You confirm, warrant and represent to us that you have obtained and will maintain all authorities, consents and permissions required for, and no breach of any law or regulation will arise as a result of: (i) the provision of information, imagery or data to ITECH by you or on your behalf through or in connection with the App; (ii) ITECH's use of such information or data in accordance with the contract(s) between ITECH and you and/or these Terms of Use, and (iii) the provision or use of information or data arising in connection with the contract(s) between us and you in accordance with such contract(s) and/or these Terms of Use.

You further confirm that you have all necessary permissions and obtained any necessary consents to ensure that you can lawfully share any personal details with ITECH via the App, in a manner compliant with the General Data Protection Regulation and any other application regulations / laws concerning the use of and/or sharing of personal information.

If you are providing information or data on behalf of another person, whether as such person's agent or otherwise, you confirm, warrant and represent that you have the authority to bind such person to the relevant contract(s) between us and you and these Terms of Use.

You shall not in any way use the App or submit to ITECH or the App or to any user of the App anything which in any respect:

- (a) Is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
- (b) is fraudulent, criminal or unlawful;
- (c) is inaccurate or out-of-date;
- (d) may be obscene, indecent, discriminatory, offensive, defamatory, untrue or political;

- (e) impersonates any other person or body or misrepresents a relationship with any person or body;
- (f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of ITECH or any third party;
- (g) may be contrary to ITECH's interests;
- (h) is contrary to any specific rule or requirement stipulated on the App in relation to a particular part of the App or the App generally; or
- (i) involves your use, delivery or transmission of any viruses, unsolicited emails, or other similar computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You shall not permit access to or use of the App by anyone other than designated users. You are responsible for your employees', associates' and contractors' compliance with these Terms of Use, the use of the App, and for ensuring that users maintain the confidentiality of their passwords and usernames.

6. ITECH's use and ownership of the information you provide via the App or otherwise to ITECH in connection with the App

You irrevocably consent to ITECH using the information, imagery or data you submit to the App or to ITECH for use in connection with the App (the "**Submitted Information**") in accordance with these Terms of Use. ITECH shall own all intellectual property rights in the Submitted Information.

ITECH may use the Submitted Information (i) to provide you with information and other services, which may include market intelligence, as well as (ii) for ITECH's own supply chain analysis, product protocol analysis, epidemiology and other purposes. ITECH may also disclose the information you submit to the App: (i) to any of ITECH's affiliates; (ii) to ITECH's and or its affiliates' third- party service providers, distributors and sub-contractors for the purpose of providing (a) you with products and/or services, or (b) ITECH with services in relation to the App; and (iii) to any person to the extent required by law, regulation, any governmental or regulatory authority or a court of competent jurisdiction.

Aggregated and anonymised data is created by excluding all information that makes the data identifiable to you and aggregating it with other data ("**Anonymised and Aggregated Data**"). In the course of providing participants in the App with information services, and monitoring and improving the services ITECH provides, ITECH may provide Anonymised and Aggregated Data which contains both your and others' information to you and to other persons. You acknowledge that information may be transferred, used, processed or otherwise dealt with outside of the country in which it is received and you consent to this practice for all purposes.

We will retain the Submitted Information for quality control and analysis purposes. Our current policy is to retain such information for 10 years, unless such information is personal information, in which case the provisions of section 8 shall apply. We may amend our retention policy at any time, without notice, and apply such amendment to Submitted Information received before the data of such amendment.

In no circumstances whatsoever shall ITECH be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising under or in connection with: (i) our failure to retain any information for the period of time specified above for any reason; or (ii) any loss of or damage to any information in ITECH's possession.

7. Accounts, Passwords and Security

Certain features or services offered on or through the App may require you to open an account (including setting up an ITECH ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify ITECH immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by ITECH or any other user of or visitor to the App due to someone else using your ITECH ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's ITECH ID, password or account at any time without the express permission and consent of the holder of that ITECH ID, password or account. ITECH cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

8. App tracking

In order for ITECH to optimise the experience of use in connection with the App, ITECH needs to collect and process certain information. Depending on your use of the App, that may include:

- Contact us via email or message: for example, when you ask for support, send us questions or comments, or report a problem, we will collect your name, email address, message etc. ITECH will use this data in connection with answering the queries we receive.
- Usage data: when you visit the App, ITECH may store the parts of our App you visit, the data and duration of your access, information from the device you used to access the App, and more. ITECH process this usage data for statistical purposes, to improve the App and to recognise and stop any misuse.
- Cookies: cookies may be used for record-keeping purposes and to enhance functionality of the App. To view ITECH's Cookies Policy, [click here](#).

9. Privacy

Any personal data ITECH may collect during the course of providing access to the App to you shall be governed by ITECH's Privacy Policy. ITECH's Privacy Policy applies to use of this App, and its terms are made a part of these Terms of Use by this reference. To view ITECH's Privacy Policy, [click here](#). Additionally, by using the App, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the App may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

10. Links to Other Apps and to the ITECH App

This App may contain links to other independent third-party Web Apps ("**Linked Apps**"). These Linked Apps are provided solely as a convenience to our visitors. Such Linked Apps are not under ITECH's control, and ITECH is not responsible for and does not endorse the content of such Linked Apps, including any information or materials contained on such Linked Apps. You will need to make your own independent judgment regarding your interaction with these Linked Apps.

11. Disclaimers

ITECH DOES NOT PROMISE THAT THE APP OR ANY CONTENT, SERVICE OR FEATURE OF THE APP WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE APP WILL PROVIDE SPECIFIC RESULTS. THE APP AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE APP IS SUBJECT TO CHANGE WITHOUT NOTICE. ITECH CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE APP WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. ITECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ITECH DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE APP AND/OR ANY ITECH SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE APP AND ANY LINKED APPS. YOUR SOLE REMEDY AGAINST ITECH FOR DISSATISFACTION WITH THE APP OR ANY CONTENT IS TO STOP USING THE APP OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

ITECH reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the App, or any portion of the App, for any reason; (2) to modify or change the App, or any portion of the App, and any applicable policies or terms; and (3) to interrupt the operation of the App, or any portion of the App, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

12. Limitation of Liability

Except where prohibited by law, in no event will ITECH or any of its officers, directors or employees, be liable to you for anything arising out of or in any way connected with your use of the App, whether such liability is under contract, tort or otherwise, and ITECH (and its officers, directors and employees) shall not be liable, including but not limited to, for any indirect, consequential or special liability or loss of data or loss of profit arising out of or in any way related to your use of the App, or our use of the Submitted Information under any provisions of these Terms of Use.

If, notwithstanding the other provisions of these Terms of Use, ITECH is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the App or any Content, ITECH's liability shall in no event exceed £50. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

13. Indemnity

You agree to indemnify and hold ITECH, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees) (i) arising out of or in any way related to your breach of any of the provisions of these Terms of Use, or (ii) made against ITECH by any third party due to or arising out of or in connection with your use of the App

14. Violation of These Terms of Use

ITECH may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the App, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) ITECH's rights or property, or the rights or property of visitors to or users of the App, including ITECH's customers. ITECH reserves the right at all times to disclose any information that ITECH deems necessary to comply with any applicable law, regulation, legal process or governmental request. ITECH also may disclose your information when ITECH determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that ITECH may preserve any transmittal or communication by you with ITECH through the App or any service offered on or through the App, and may also disclose such data if required to do so by law or ITECH determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of ITECH, its employees, users of or visitors to the App, and the public.

You agree that ITECH may, in its sole discretion and without prior notice, terminate your access to the App and/or block your future access to the App if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the App. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to ITECH, for which monetary damages would be inadequate, and you consent to ITECH obtaining any injunctive or equitable relief that ITECH deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies ITECH may have at law or in equity.

You agree that ITECH may, in its sole discretion and without prior notice, terminate your access to the App, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the App or any service offered on or through the App, or (4) unexpected technical issues or problems.

If ITECH does take any legal action against you as a result of your violation of these Terms of Use, ITECH will be entitled to recover from you, and you agree to pay, all legal fees and costs of such action, in addition to any other relief granted to ITECH. You agree that ITECH will not be liable to you or to any third party for termination of your access to the App as a result of any violation of these Terms of Use.

15. Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the App, including all disputes, will be governed by the laws of England & Wales and subject to the jurisdiction of the English courts. Any claim by you under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

16. Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the App, in violation of any applicable laws or regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and ITECH with regard to your use of the App, and any and all other written or oral agreements or understandings previously existing between you and ITECH with respect to such use are hereby superseded and cancelled. ITECH's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by ITECH of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between ITECH and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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