

## **STRIVECLOUD END USER TERMS AND CONDITIONS**

These End User Terms and Conditions (the “**Terms and Conditions**”) govern the use of the StriveCloud Software provided by StriveCloud BV, a company incorporated under Belgian law with registered seat located at Coupure Rechts 620/10, 9000 Gent and registered with the Crossroads Bank for Enterprises under company number 0647.559.033 (hereinafter “**StriveCloud**”). When using the StriveCloud Software, you accept the then current Terms and Conditions in their entirety.

StriveCloud reserves the right to modify the Terms and Conditions at any time. Such modifications will only enter into effect after notification thereof.

### **Article 1. Definitions**

“**Content**” means texts, files, photographs, videos, logos, slogans, (personal) data or any other material that is published by Users via the StriveCloud Software.

“**Data Protection Legislation**” means all applicable legislation regulating the processing of personal data, including the EU General Data Protection Regulation no. 2016/679 of 27 April 2016 (“GDPR”) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, as well as future modifications.

“**Intellectual Property Rights**” means any design rights, trade marks, domain names and trade or business names (whether registered or unregistered), patents, copyright and related rights, database rights, trade secrets, other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future;

and applications, extensions and renewals in relation to any such rights.

“**StriveCloud Software**” means the customizable scalable gamification Software developed by StriveCloud, including enhancements, improvements and modifications.

“**Software**” means computer programs and related data that provide instructions to the computer systems, whether in an executable form (object code) or a human-readable form (source code), including documentation and preparatory design material.

“**User**” means any person who has successfully registered in accordance with StriveCloud’s registration process and who as such becomes an authorized user of the StriveCloud Software (also referred to as “you” or “your”).

### **Article 2. Access to the StriveCloud Software**

The Software can be accessed via mobile smartphone, tablet, internet browser and/or an integrated application, as the case may be.

StriveCloud reserves the right to restrict or suspend access to the StriveCloud Software in whole or in part (including by (temporarily) blocking User accounts and/or blocking traffic from specific IP addresses) at its own discretion, for security purposes, for preventing fraud, in case of breaches of these Terms and Conditions or for any other legitimate interests. Such restriction or suspension will not result in any compensation.

User accounts are for individual use only and may not be shared with other persons. Users must maintain the confidentiality of their account details, including password, at all times. The

User is responsible for all use of the StriveCloud Software via his account.

### **Article 3. Acceptable Use**

Users are not allowed to use the StriveCloud Software in any way that causes, or may cause, damage to the StriveCloud Software or impairment of the availability, security or accessibility of the StriveCloud Software; or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Users must not use the StriveCloud Software to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

StriveCloud has the right to monitor the User's use of the StriveCloud Software.

### **4. Intellectual Property Rights**

StriveCloud hereby grants the User, who accepts, a non-exclusive, non-transferable, worldwide right to use, execute, download, install, store and access the StriveCloud Software, for as long as the User remains an authorized user of the StriveCloud Software.

Any reproduction, copy, adaptation, translation, modification, alteration, edition and/or diffusion of all, or a part, of the Software, whatever the form and whatever the means, electronic and/or mechanic, is strictly prohibited.

For any Content you post via the StriveCloud Software you warrant that you own all the Intellectual Property Rights to that Content or that you have obtained the necessary rights thereto. By posting Content, you grant StriveCloud, its agents and other Users an irrevocable, non-exclusive, worldwide right to access, reproduce, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt,

modify, and otherwise use the Content, even after you cease use of the StriveCloud Software.

You agree to indemnify and hold StriveCloud harmless from any and all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any Content you post.

With a view to improving or maintaining quality of the StriveCloud Software, StriveCloud may, without notice, suspend or remove some Content temporarily or permanently. Under no circumstances will such removal result in any compensation.

### **5. Processing of Personal Data**

For the purpose of this section, "personal data", "processing", "data controller", "data subject", "processing", etc. shall have the meaning ascribed thereto in Data Protection Legislation.

StriveCloud will process your personal data such as your contact details, identification details, data relating to your use of the StriveCloud Software, data relating to your device, IP addresses, etc. for the following purposes:

- to provide access to the StriveCloud Software;
- to monitor the use of the StriveCloud Software;
- to contact you, including to inform you about changes to our services or products or to inform you about relevant offers and actions;
- to analyze your behavior to improve the StriveCloud Software;
- to ensure the proper functioning and security of the StriveCloud Software;
- to handle any questions, disputes or complaints relating to the use of the StriveCloud Software.

The provision of these personal data is necessary for the use of the StriveCloud Software and is

based on the performance of these Terms and Conditions as well as on StriveCloud's legitimate interests, such as guaranteeing the proper functioning and security of the StriveCloud Software and handling questions or complaints.

Your personal data is collected directly from you, via your use of the StriveCloud Software and/or via your device.

StriveCloud may share your personal data with third parties such as hosting providers. StriveCloud will only transfer personal data to a country outside the European Union in accordance with Data Protection Legislation and where required it shall take the necessary measures to ensure adequate safeguards, such as the execution of standard data protection clauses adopted by the European Commission.

Your personal data are stored as long as your use of the StriveCloud continues and thereafter as long as necessary for the above purposes. In any case, personal data will be deleted after 2 years of inactivity on your User's account.

You have the right to request access to and rectification or erasure of personal data, to request restriction of processing, to object to processing as well as the right to data portability, via the contact details set forth in Article 9. You also have the right to lodge a complaint with the Belgian Data Protection Authority.

## **6. Liability**

StriveCloud is not responsible for, and does not endorse, any Content published via the StriveCloud Software. Consequently, StriveCloud cannot be held liable for damages resulting from Content posted by another User.

StriveCloud provides the StriveCloud Software "as is" and does not make any representation regarding the specific functions of the

StriveCloud Software, its reliability, availability, or ability to meet your needs.

StriveCloud shall not be held liable for any damages resulting from unauthorized use or unauthorized access of the StriveCloud Software.

StriveCloud shall not be liable for any indirect, special, incidental, consequential, or exemplary damages, such as, without limitation, financial losses, loss of profit, reputational damage, loss of data, loss of security.

In any case, StriveCloud's total aggregate liability under these Terms and Conditions shall be limited to the amount of 10.000 EUR.

You shall indemnify and hold harmless StriveCloud from and against all losses, damages, expenses (including reasonable legal fees) and claims arising out of or in connection with (i) your use in violation of the Terms and Conditions; and (ii) your negligence, (willful) misconduct, or other fraudulent and criminal acts.

## **7. Term and Termination**

These Terms and Conditions will remain in effect as long as the authorized use by the User continues.

StriveCloud has the right to terminate the Terms and Conditions with immediate effect and without prior judicial intervention, in case of a material breach by the User, which in case it is capable of being remedied is not remedied within 15 days after receiving notice thereto by StriveCloud.

## **8. Governing Law and Jurisdiction**

These Terms and Conditions and the use of the StriveCloud Software are exclusively governed by Belgian law. The courts of Ghent, Belgium are exclusively competent for any disputes arising out of or in connection with these Terms

and Conditions or the use of the StriveCloud Software.

## **9. Contact**

In case of questions or complaints, please contact [privacy@strivecloud.io](mailto:privacy@strivecloud.io) or send a registered letter to the following address: StriveCloud BV, Coupure Rechts 620/10, 9000 Ghent, Belgium.