

Contents

- 1. Definitions,
- 2. General Provisions and Applicability
- 3. Agreement and Acceptation
- 4. General Conditions
- 5. Jurisdiction and Law
- 6. Changes tot he Service
- 7. Service Security
- 8. Registration
- 9. Additional Terms for Subscription
- 10. Intellectual Property Rights
- 11. Content
- 12. Special Notice for International Use
- 13. Restrictions on Use of the Service
- 14. Limitation of Liability and Disclaimer of Warranties
- 15. Indemnification
- 16. Term and Termination of the Agreement
- 17. Consent to Electronic Communications
- 18. Miscellaneous

1. **Definitions**

INIUNGO Iniungo, located at the Anke Servaesstraat 9, 2162 KR Lisse, The

Netherlands, registered at the Chamber of Commerce in Amsterdam

with number 62400495, internet www.iniungo.com, including its

management, employees and service providers.

PARTY INIUNGO, BUYER, SELLER and USER.

BUYER Any individual or organisation who is interested to procure or obtain

information about GOODS who may publish an INQUIRY with INIUNGO.

SUPPLIER Any individual or organisation who has possibilities or is interested to

supply or provide information about GOODS.

GOODS Goods and/or Services.

INQUIRY Request from BUYER to receive proposals for the supply of GOODS.

USER VISITOR, BUYER and SELLER who make use of SERVICE(S) provided by

INIUNGO, either or not having made a registration at INIUNGO.

AGREEMENT Any order, contract and/or license between for the supply and delivery

of SERVICES between INIUNGO and PARTY.

SERVICE The use of INIUNGO owned website www.iniungo.com, and any

services, including subscriptions, provided by INIUNGO resulting from or

related to the use of the website.

CONTENT Any information, picture, drawing, document, description, inquiry or

any other data published or uploaded by USER with INIUNGO.

VISITOR Any person or entity that accesses the website www.iniungo.com

2. General Provisions and Applicability

These INIUNGO General Conditions of Service form part of and apply to any AGREEMENT including any changes or supplements thereto between INIUNGO and USER, governing the use of services provided and/or made available by INIUNGO, including the related website located at https://www.iniungo.com and any other online properties owned or controlled by or on behalf of INIUNGO.

INIUNGO explicitly declares that it does not accept the general conditions from PARTY.

3. Agreement and acceptation

By installing or otherwise accessing or using the SERVICE, USER agrees to have read, understood and agrees to be bound by these General Conditions. USER acknowledges the following:



- the SERVICE provided on the website is licensed, not sold to PARTY, and that PARTY may use the SERVICE only as set forth in these General Conditions;
- the SERVICE is provided "as is" without warranties of any kind and INIUNGO's liability to USER is rejected;
- you consent to the collection, use, and disclosure of USER's identifiable information in accordance with INIUNGO's Privacy Policy.

4. General Conditions of Service

PARTY understands and agrees that INIUNGO may change their General Conditions of Service at any time without prior notice. PARTY may be required to accept such changes in order to continue using the SERVICE. A current, effective copy of there General Conditions will be provided on first request. Any use of the SERVICE after the effective date will constitute unconditional acceptance.

5. Jurisdiction and Law

The SERVICE is controlled and operated by INIUNGO from its offices in The Netherlands. The Law of The Netherlands apply to the INIUNGO General Conditions of Service and any AGREEMENT. INIUNGO makes no representation that the CONTENT on, or the SERVICE itself are appropriate, lawful or available for use in any location. Those who access or use the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent of applicable laws. Access to the SERVICE from jurisdictions where the contents or practices of the SERVICE are illegal, unauthorized or penalized is strictly prohibited.

6. Changes to the Service

INIUNGO may at its sole discretion and from time to time change, add or remove features and functionality of the SERVICE without any notice to USER. INIUNGO reserves the right to discontinue some or all of the features of the SERVICE at any time at its sole discretion. USER acknowledges and agrees that INIUNGO will not be liable to USER or to any third party for any modification, suspension or discontinuance of the SERVICE. If USER is dissatisfied with any changes to the SERVICE, then USER's sole option is to discontinue or terminate their use of the SERVICE as described herein.

7. Service Security

USER may not violate, or attempt to violate, the security of the SERVICE. Any such violations may result in criminal and/or civil penalties against USER, as well as the termination of USER's privilege to use the SERVICE. INIUNGO reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, to refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations. This cooperation may include the disclosure of all of USER's activities on or related to the SERVICE. USER agrees to promptly notify INIUNGO if USER learns or reasonably suspect that any security breach related to the SERVICE has occurred.

8. <u>Registration.</u>

- **a.** Log-In Credentials. While USER may access the SERVICE and explore the public-facing portions of the SERVICE without registering, in order to access and enjoy the full functionality and benefits of the SERVICE, USER must register an account with us (an "ACCOUNT").
- **b.** Profile Security. USER is responsible for the security of it's Account, and is fully responsible for all activities that occur through the use of USER's credentials. USER agrees to notify INIUNGO immediately at info@iniungo.com if USER suspects or knows of any unauthorized use of it's log-in credentials or any other breach of security with respect to USER's Account. INIUNGO will not be liable for any loss or damage arising from unauthorized use of USER's credentials until such time that USER notifies INIUNGO of such unauthorized use or loss of USER credentials and reasonable rectification notice.
- **c.** Accuracy of Information. When creating an Account, USER will provide true, accurate, current and complete information as INIUNGO requests. USER will update the information about him promptly, and as necessary, to keep it current and accurate. We reserve the right



to disallow, cancel, remove or reassign certain usernames in appropriate circumstances, as determined by INIUNGO in their sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on USER's Account which, in our sole discretion, would or might constitute a violation of these General Conditions, cause damage to or impair the SERVICE, infringe or violate any third party rights, damage the reputation of INIUNGO, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then INIUNGO may terminate your Account immediately without notice and without any liability to USER or any third party.

9. Additional Terms for Subscription.

- **a.** Subscription Process. USER may purchase a SERVICE through the Website. Payments are processed by our third party payment processors.
- **b.** Trials. From time to time, INIUNGO may offer trials of SERVICES for a specified period free-of-charge or at a reduced rate ("Trial"). The length of any Trial may vary. INIUNGO reserves the right to withdraw or to modify a Trial at any time without prior notice and with no liability. INIUNGO may require USER to provide it's payment details at the start of the Trial. The first day following the end of your Trial or, if you are not eligible for a Trial, then the day you purchase your SERVICE, is the first day of your billing cycle ("Billing Date").
- **c.** Billing Authorization. By providing USER's payment method and obtaining SERVICES, USER authorizes INIUNGO to charge to the applicable recurring SERVICE FEE, and any applicable taxes. The SERVICE FEE is exclusive of any taxes. The SERVICE FEE is payable in the currency specified during registration.
- **d.** SERVICE Fee Changes. INIUNGO reserves the right to change the SERVICE FEE at any time in our sole discretion. In such case, INIUNGO will notify USER. SERVICE FEE changes will take effect at the start of the next renewal of the SERVICE. By continuing the use of the SERVICE, USER accepts the new price and SERVICE. When USER does not accept the change, USER is not entitled to continue use of the SERVICE.
- **e.** Automatic Renewal. By purchasing a SERVICE, USER accepts automatic renewal at the end of each period and payment of the then-current SERVICE FEE, unless USER terminates use of the SERVICE.
- **f.** Cancellation and Refunds. USER may end the SERVICE at any time. Upon ending the SERVICE, the SERVICE will be available in accordance with the PLAN until such time that the SERVICE PERIOD expires. No refunds will be made for the period between USER's act to end the SERVICE and the expiration date of the SERVICE.
- g. If USER fails to pay the applicable SERVICE Fee, the use of the SERVICE will ended.

10. Intellectual Property Rights.

- **a.** Service. Subject to USER's complete and ongoing compliance with the INIUNGO General Conditions, INIUNGO hereby grants USER a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the SERVICE solely for USER's use as intended through the provided functionality of the SERVICE and solely in strict compliance with the provisions of these General Conditions. USER may not alter, modify, creative derivative works of, sell, license or in any way exploit any part of the SERVICE except as expressly set forth in the preceding sentence.
- **b.** INIUNGO Content. The content that INIUNGO provides to USERS on or through the SERVICE, including without limitation, any text, graphics, photos, documents, software and interactive features, may be protected by copyright or other intellectual property rights and is owned by INIUNGO or a third party, including BUYERS publishing an INQUIRY (collectively, the "INIUNGO Content").
- **c.** Marks. INIUNGO trademarks marks and logos (the "INIUNGO Trademarks") used and displayed on the SERVICE are INIUNGO's registered and unregistered trademarks. Other product and service names located on the SERVICE may be trademarks owned by third parties (the "Third-Party Trademarks," and, collectively with INIUNGO Trademarks, the "Trademarks"). Except as otherwise permitted by law, USER may not use the Trademarks to disparage INIUNGO or the applicable third-party, INIUNGO's or a third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any



goodwill in the Trademarks. All goodwill generated from the use of any INIUNGO Trademark will inure solely to INIUNGO's benefit.

The Service, INIUNGO Content, and Trademarks, including all intellectual property rights therein, are the sole and exclusive property of INIUNGO and its licensors. Accordingly, nothing in these General Conditions or on the Service will be construed as granting to you any additional license rights in and to the Service or any INIUNGO Content or Trademarks located or displayed therein.

11. Content

- **a.** Definition. This Section governs any material that USER publishes, uploads, sends or transmits through the Service, including without limitation, photographs, graphics, images, text and documents (collectively, "Content").
- **b.** Licenses to Content. By publishing Content to or through the Service, USER hereby grants to INIUNGO an unrestricted, perpetual, assignable, sublicensable, revocable, royalty-free, fully paid up license throughout the world to reproduce, distribute, publish, transmit, communicate to the public, make available, create derivative works from (collectively, "Use") all Content you publish to or through the SERVICE in connection with the SERVICE or our business.
- c. USER Must Have Rights to the Content USER publishes. USER must not publish any Content to the SERVICE if USER is not the owner of or is not fully authorized to grant rights in all of the elements of the Content. USER represents and warrants that: (i) USER owns the USER Content published by USER on or through the Service or otherwise have the right to grant the license; (ii) the Publishing and Use of USER's Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any party; (iii) the publishing of USER's Content on the Service will not require INIUNGO to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the publishing of USER's Content on the Service does not result in a breach of contract between USER and a third party. USER agrees to pay all monies due as a result of publishing USER's Content on the Service.
- **d.** Objectionable Content. USER is not permitted to and agrees not to publish any User Content to the Service that is or could be interpreted to be (i) abusive, bullying, defamatory, harassing, harmful, infringing, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful or in violation of any applicable laws; or (ii) promoting discrimination, hatred, intolerance, racism or inciting violence; (collectively, "Objectionable Content"). The Publishing of any Objectionable Content may subject USER to third party claims and none of the rights granted to USER in these General Conditions may be raised as a defense against any third party claims arising from USER's publishing of Objectionable Content. USER agrees not to use the Service for illegal or unlawful purposes, INIUNGO in its sole discretion may take any actions it deems necessary and/or appropriate against any User who publishes Objectionable Content on the Service, including, but not limited to, warning the User, suspending or terminating the User's Account, removing all of the User's User Content published on the Service and/or reporting the User to law enforcement authorities, either directly or indirectly. No refunds of any payments for Services Fees will be made in such cases.
- e. Monitoring. INIUNGO has the right, but not the obligation, to monitor the Service, and may remove or limit access to any Content from the Service for any reason in its sole discretion at any time, without notice and without any liability to USER. USER acknowledges that INIUNGO may establish general practices and limits concerning use of the Service without notice to USER, including without limitation, the maximum period of time that User Content will be retained by the Service and the maximum storage space that will be allotted on INIUNGO's servers on USER's behalf. USER acknowledges and agrees that INIUNGO may preserve any content and may also disclose any content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce these General Conditions; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or safety of INIUNGO, its Users and the public. USER understands that INIUNGO does



not guarantee any confidentiality with respect to User Content and will have no responsibility or liability for any User Content.

12. Special Notice for International Use

Recognizing the global nature of the Internet, as it concerns online conduct, USER agrees to comply with applicable laws and regulations regarding use of the Service and acceptable content. INIUNGO makes no representation that the Service is appropriate or available for use in any particular location.

13. Restrictions on Use of the Service.

In addition to any other restrictions set forth in these General Conditions, and without limiting those restrictions, when using the Service, USER agrees not to:

- **a.** use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
- **b.** violate the security of the Service;
- **c.** attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Service;
- **d.** engage in crawling, scraping, spidering, or using other automated means to extract information or content from the Service;
- **e.** alter, deface, mutilate or otherwise bypass any approved software through which the Service is made available;
- f. use any Trademarks obtained from the Service;
- **g.** access, tamper with or use non-public areas of the Service, INIUNGO's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of INIUNGO's providers;
- h. provide any false information to INIUNGO;
- **i.** create a new Account with INIUNGO, without INIUNGO's express written consent, if INIUNGO has previously disabled USER's profile;
- **j.** use the Service to send emails or other communications to PARTIES who have requested USER not to send them communications;
- **k.** use the Service, without INIUNGO's express written consent, for any unauthorized purpose, including commercial advertisement or spamming;
- **I.** publish any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service;
- m. violate any applicable laws or regulations or the terms of these General Conditions.

14. Limitation of Liability and Disclaimer of Warranties.

- **a.** INIUNGO makes no warranties or representations about the SERVICE and any content available on the service, including, but not limited to, the accuracy, reliability, completeness appropriateness or timeliness thereof. INIUNGO will not be subject to liability for the truth, accuracy or completeness of any content on the service or any other information conveyed to any USER, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data from whatever cause. USER agrees to use the service and any content thereon at its own risk. USER is solely responsible for all content uploade to or downloaded from the service.
- **b.** INIUNGO makes no warranties or representations about , the accuracy, reliability, completeness appropriateness or timeliness of responses, proposals or actions from USERS resulting from using the SERVICE, including publishing a request, or transactions and communications between users.
- **c.** INIUNGO does not warrant that the service will operate error free, or that the service and any content thereon are free of computer viruses or similar contamination or destructive features. if your use of the service or any content thereon results in the need for servicing or replacing equipment or data, then INIUNGO will not be responsible for those costs.
- **d.** The service and all content thereon are provided on an "as is" and "as available" basis without any warranties of any kind. accordingly, INIUNGO disclaims all warranties, including



withoug limitation, the warranties of title, merchantability, non-infringement of third parties rights and fitness for particular purpose.

e. In no event will INIUNGO be liable for any special, indirect, punitive, incidental or consequential damages, lost profits, unfit proposals or damages resulting from the use of or inability to use the SERVICE, even if INIUNGO has been advised of the possibility of such damages. INIUNGO's liability to USER or any third parties in any circumstance is limited to the SERVICE FEE paid per for the respective SERVICE.

15. Indemnification.

USER agrees to indemnify and hold INIUNGO harmless from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected to USER's access, use, or misuse of the Service; User Content; or USER's violation of these General Conditions.

16. Term and Termination of the Agreement

- **a.** Term. The Term of an AGREEMENT commences as of your first use of the Service and continues until the termination, expiration or completion of the Service. The Service is deemend completed when either the Service Period for which is paid for is past, or when any subsequent services have been provided.
- **b.** Termination. USER may terminate the AGREEMENT by sending written notification to INIUNGO at info@iniungo.com. INIUNGO reserves the right, in its sole discretion, to restrict, suspend or terminate the AGREEMENT and USER's access to all or any part of the Service including any extended Service at any time without prior notice or liability if USER breaches any provision of these General Conditions or violate the rights of any third party. INIUNGO reserves the right to change, suspend or discontinue all or any part of the Service at any time without prior notice or liability.
- **c.** After any termination of the AGREEMENT, you understand and acknowledge that (i) INIUNGO will have no further obligation to provide the Service to USER; and (ii) all licenses and other rights granted to USER in these GENERAL CONDITIONS will immediately cease. INIUNGO is not liable to USER or any third party for termination of the Service or termination of USER's use of the Service. Upon any termination or suspension, USER may no longer access any information (including Content) that is published to the Service or that is related to your Account. Furthermore, INIUNGO will have no obligation to maintain any information stored in our database or to forward any information to USER or any third party. INIUNGO General Conditions will survive the termination of the AGREEMENT indefinitely.

17. Consent to Electronic Communications.

By using the Service, USER consents to receiving certain electronic communications from us.

18. Miscellaneous.

The INIUNGO General Conditions and any other AGREEMENT expressly acknowledged by INIUNGO constitute the entire and exclusive understanding and agreement between USER and INIUNGO.

The failure to require performance of any provision will not affect INIUNGO's right to require performance at any time thereafter, nor will a waiver of any breach or default of these General Conditions or any provision of these General Conditions constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

In the event that any part of the AGREEMENT or General Conditions is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.