

BOABEE SERVICES TERMS AND CONDITIONS

Effective date: May 18th, 2018

The following terms and conditions (hereinafter collectively referred to as the “**Agreement**”) constitute a legal and binding agreement between QTREE SOLUTIONS BVBA, with registered office at Willebroek (Belgium), Mechelsesteenweg 303, Business registration no. BE846278775 (hereinafter referred to as “**Boabee**”) and the user of the products or services provided by Boabee.

SECT. 1 – DEFINITION

- 1.1. “**User**” means the user of the Services and/or the Services Platform in any way or form, either as full user or as a limited user authorized to partially access the Services and/or the Services Platform (e.g., for the sole purpose to upload Content).
- 1.2. “**Client**” means a Boabee’s client that entered into an Order. In case a Client uses, runs or in anyway accesses the Services Platform, such Client shall be deemed a “User” to all the purposes of the Agreement; therefore, any provision referred to the User shall be deemed as referred also to the Client.
- 1.3. “**Content**” means, collectively and indistinctly, any and all text, files, images, graphics, illustrations, information, data (including, without limitations, any data referred to identified or identifiable natural persons, etc.), audio, video, photographs and other content and material in any format, uploaded to the Services Platform by the Client, the User or, on their behalf, by their authorized users or by Boabee itself.
- 1.4. “**Controller**” means a party as described in article 4(7) of the European Union’s General Data Protection Regulation (Regulation (EU) 216/679).
- 1.5. “**Processor**” means a party as described in article 4(8) of the European Union’s General Data Protection Regulation (Regulation (EU) 216/679).
- 1.6. “**Effective Date**” means the date when a Client signs and accepts the Order.
- 1.7. “**Laws**” means any and all applicable local, state, national, and international laws, rules and regulations.
- 1.8. “**Order**” means a Client’s purchasing order to Boabee for the purchase of the Boabee services or products, as specified in the same order. The Order is deemed as included and incorporated into the Agreement.
- 1.9. “**Services**” means, collectively and indistinctly, the website application accessible at www.boabee.com, the software applications “Boabee” and “Boabee 2” and any associated product or service.
- 1.10. “**Services Fees**” means the fees applicable to the Services, as specified in the Order.
- 1.11. “**Services Period**” means the period of time for which Client has ordered the Services, as specified in the Order.
- 1.12. “**Services Platform**” means the combination of hardware and software components (including but not limited to the Boabee application software), to which Boabee latter grants Client access as part of the Services.

SECT. 2 – USE OF THE SERVICES

2.1. Rights granted. Subject to Client's payment obligations, and except as otherwise set forth in this Agreement or in the Order, Boabee grants User the non-exclusive, non-assignable, limited right to access and use the Services ordered (including the Services Platform and anything developed by Boabee and delivered as part of the Services) for the Services Period.

2.2. User responsibilities. User is entirely responsible for the use of the Services and the Services Platform and, to such purpose, User shall not use, or encourage, promote, facilitate, or instruct, or induce others to use the Services and/or the Services Platform for any activity that violates any Laws, or for any other illegal, fraudulent, harmful, or offensive purpose, or to transmit, store, display, distribute or otherwise make available any Content that is illegal, harmful, offensive, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, inappropriate or that would encourage or constitute a criminal or civil liability under the applicable Laws. Examples of prohibited uses of the Services or the Services Platform include:

2.2.a. creating, uploading and/or modifying any Content, or take any action on the Services Platform, that violates any applicable Laws;

2.2.b. creating, uploading and/or modifying any Content, or take any action on the Services Platform, that violates the rights of any third party (including, without limitations, privacy, or other rights, both personal and property);

2.2.c. creating, uploading and/or modifying any Content, or take any action on the Services Platform, that infringes or violates the intellectual property rights (including, without limitations, copyrights, trademarks, etc.) of another person, entity, service, product, or website;

2.2.d. uploading viruses or malicious codes, or take any other action on the Services Platform that could anyway compromise any functionality thereof;

2.2.e. accessing any account belonging to someone else, or otherwise access the Services Platform using any robot, spider, scraper, or other automated means to access the Services Platform for any purpose;

2.2.f. facilitating or encouraging any violations of this Agreement.

2.3. Account security. When registers for an account (either directly or via a Client's request), User will be assigned a username and a password for such account, of which User is entirely responsible for safeguarding and maintaining the confidentiality thereof. User acknowledges and accepts that Boabee will assume that any person using the Services and/or the Services Platform with the User's username and password, either is the User or is authorized to act for the latter. User undertakes not to share the account password to any third party or to let anyone else access the Services or the Services Platform (exception made for authorized users mentioned in following Sect. 2.4), or do anything else that might jeopardize the security thereof. User agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services and agrees to notify Boabee immediately of any unauthorized use thereof.

2.4. Authorized access. User is entitled to allow its employees, contractors or consumers to use the Services. To such purpose, User:

2.4.a. shall be responsible for such authorized sub-users' compliance with this Agreement as well as for all activities that occur under their usernames, passwords or accounts or as a result of their access to the Services;

2.4.b. shall identify and authenticate these sub-users, approve access by such sub-users to the Services, control against unauthorized access by them, and maintain the confidentiality of usernames, passwords and account information.

2.5. No use in case of breach. Nor the Client or the User shall use Services if they are in breach of this Agreement.

2.6. Excluded Services. Services to be provided are described in the Order. Services not specified in the Order (including, without limitation, support service, etc.) are expressly excluded from this Agreement and, therefore, in case of any Client's request in such respect, Boabee will charge the Client of a hourly fee of EUR 75,00 (seventy five/00) or, in case this fee does not apply, Boabee will send to Client a quotation; if the Client accepts the quotation submitted by Boabee, such additional services will be incorporated into the Agreement.

SECT. 3 – SERVICES UPDATES, MAINTENANCE, AVAILABILITY AND SUPPORT

3.1. Updates and maintenance. Boabee, in its sole discretion, reserve the right to add additional tools, utilities, improvements, third party applications, features or functions, or to provide programming fixes, updates and upgrades, to the Services in order to improve and enhance the features and performance thereof (hereinafter collectively referred to as the "**Updates**"). The Client and the User expressly acknowledge and agree that Boabee has no obligation to make available and/or provide any Updates. In case that Boabee provides any Updates, this Agreement shall automatically apply thereto, unless Boabee provides other terms along with such Updates. Furthermore, Client and User acknowledge that the Services may contain automatic update technology, a feature used to provide maintenance (such as a bug fix, patches, enhanced functions, missing plug-ins, and new versions) and by installing the proper software initially, both Client and User consent to the transmission of standard computer information and the automatic downloading and installation of maintenance software.

3.2. Availability. Boabee will use commercially reasonable efforts to provide the Services a 24 (twenty-four) hours a day, 7 (seven) days a week basis. Notwithstanding the preceding, Client and User acknowledge and agree that Boabee has no control or liability over the availability of the Services Platform on a continuous or uninterrupted basis, so that from time to time the Services may be inaccessible or inoperable, including, without limitation:

3.2.a. equipment malfunctions;

3.2.b. periodic maintenance procedures or repairs; or

3.2.c. causes beyond Boabee's reasonable control or that are not reasonably foreseeable, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

3.3. Support. Upon Client's request and payment of the related fee specified in the Order, support will be provided by Boabee 9 am to 5 pm CET (Central European Time) Monday to Friday, Belgian holidays excluded. Boabee may use a variety of methods (e.g., in-product, internet, chat, e-mail, remote control and phone) to provide technical support and customer service in connection with the Services. Support may be temporarily limited, interrupted or curtailed due to maintenance, repair, modifications, upgrades or relocation. In any case, the support service, if purchased by Client, shall be considered as part of the Services for all the purposes of the Agreement.

3.4. Free Trial. In case Client or User apply for Services' free trial, Boabee will make the required Services available to them on a trial basis, free of charge, until the earlier of: (a) the end of the agreed free trial period, or (b) the start date of any Service fully ordered and purchased before the end of the trial period. In case mentioned in lett. (a) above, any Content and/or customization to the Services and/or the Platform will be permanently lost without any liability of Boabee. The same provision shall apply in case Client purchases Services not covered by the trial (i.e., different versions, downgrades, etc.). To such purpose, Client and User are advised to export their Content before the end of the trial period.

3.5. Language. Services are provided in English. Boabee does not offer any translation service.

SECT. 4 – CONTENT OF THE SERVICES PLATFORM

4.1. Content lawfulness. User undertakes to have all the interest and title in and to the Content uploaded to the Services Platform, and to have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. In no way whatsoever Boabee will be responsible for any Content uploaded to the Services Platform.

4.2. Content with Personal Data. Without limiting the foregoing, User warrants and represents that the Content is fully compliant with the applicable Laws regarding the protection of any information relating to an identified or identifiable natural person (hereinafter such data will be collectively referred to as the “**Personal Data**”), including but not limited to the European General Data Protection Regulation no. 2016/679. To such purpose, User expressly warrants and represents that:

4.2.a. the same User will act as the Controller of the Personal Data contained in the Content. Boabee will act as a Processor of this Content on behalf of the User;

4.2.b. personal data related to Users and User accounts will be controlled and processed by Boabee.

4.2.c. any person whose Personal Data are contained in the Content has previously expressed his freely given, specific, informed and explicit consent to the processing of their Personal Data through the Services Platform and for the purposes consistent with the Services and this Agreement;

4.2.d. the Content does not contain any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation;

4.2.e. to provide Boabee – at the latter’s simple request – with written evidences of the warranties and representations above.

4.3. Content processing. Boabee is appointed by Client and by User to host, process (including, without limitation, reformat, manipulate, etc.) and transmit the Content for and on their behalf as it is necessary to provide the Services. Client and User agree and acknowledge that Boabee may provide ancillary services in connection with the Services through a third-party provider, for which Boabee has no liability for any action or inaction taken by such provider. In any case, Boabee has the right, in addition to any other right afforded to Boabee under this Agreement, to take remedial actions if any Content violates any Laws or any third party right (of whatever nature, including but not limited to intellectual property right, privacy, etc.), including the removal or disablement of access to such Content. Boabee shall have no liability to Client and/or User in the event that Boabee takes such action.

4.4. Content backup, removal and anonymization for statistical purposes. User accepts and acknowledges that Boabee does not provide any backup or restoration service. Boabee will erase the Content within 45 (forty five) days from the event related to the Services (e.g., a fair). In any case, Boabee reserves the right, within the term above, to transform the Content in an anonymous form for statistical purposes.

4.5. Indemnification. To any third party’s claim arising out of a violation of Client or User obligations under this section, Sect. 11 (Indemnification) shall apply, in addition to any other rights or remedies afforded to Boabee under this Agreement and/or as per the applicable Law.

SECT. 5 – PRIVACY AND DATA PROTECTION

5.1. Privacy Policy. Client and User declare to have carefully read the Boabee Privacy Policy (available at <https://boabee.com/privacy-policy/>) and got a clear understanding of how Boabee collects, uses, protects or otherwise handles Personal Data.

5.2. Access requested by Personal Data subjects. In case a Personal Data subject sends directly to Boabee a request the rectification, erasure, or restriction of his Personal Data and/or any other action provided by the applicable data protection Laws, Boabee will forward this request to the Client and/or the User, who shall reply to the subject within the timeframes provided by the applicable Laws. If either Client or User take any action inconsistent with the applicable Laws, Sect. 11 (Indemnification) shall apply, in addition to any other rights or remedies afforded to Boabee under this Agreement (including but not limited to the right to take any remedial action mentioned in Sect. 4.3) and/or as per the applicable Laws.

5.3. Access requested by Laws or Authorities. Boabee reserves the right to access, read, preserve, and disclose any information as Boabee may reasonably believe necessary to satisfy any applicable Laws or any Authority request.

SECT. 6 – FEES, PAYMENT TERMS AND RECURRING INVOICING

6.1. Fees and payment terms. Fees due for the Services and any extra service / activity, as well as payment terms thereof are indicated in the Order.

6.2. Fees change. Boabee is entitled to review Services Fees of the purchased Services and, to such purpose, Client shall be informed within the expiration of the then-current Service Period. Unless Client decides not to accept the fees' review by withdrawing the Agreement within the term provided in Sect. 9.2, new Services Fees shall be applied to the immediately following Services Period.

6.3. Recurring invoicing. If provided by the applicable Order, at the end of each Service Period, Boabee will invoice the applicable Services Fees for the following Services Period, unless Client timely withdraws as per Sect. 9.2.

SECT. 7 – PROPRIETARY RIGHTS

7.1. Boabee ownership. Boabee holds and retains all an any title and interest in and to the Services and the Services Platform, as well as in all trade names, trademarks and service marks associated or displayed with the Services and/or the Services Platform. Nothing in this Agreement will be interpreted as a transfer, in whole or in part, of rights in the Services or the Services Platform to the Client, the User or any other third party.

7.2. Client obligation for Boabee ownership preservation. Client and User must not, and must not cause or permit others to:

7.2.a. remove or modify any program markings or any notice of Boabee's or its licensors' proprietary rights;

7.2.b. make the programs or materials resulting from the Services (excluding the Content) available in any manner to any third party for use in such third party's business operations;

7.2.c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Boabee;

7.2.d. perform or disclose any benchmark or performance tests of the Services, the Services Platform or any associated infrastructure (such as, without limitation, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, etc.); and

7.2.e. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services and Services Platform to any third party.

7.3. Use of Client's name, trademarks or logos. Client agrees to Boabee the right to mention the Client's name, trademarks or logos as reference or case-study in the Boabee's websites, presentations, marketing activities or materials, or in proposals to be sent by Boabee to its clients.

SECT. 8 – SERVICES SUSPENSION

8.1. General. Boabee may temporarily suspend Client or User's password, account, or access to or use of the Services in following cases:

8.1.a. Client's violation of any provision within the Sections 2 (Use of the Services), 4 (Content of the Services Platform), 5 (Payment Terms), and 7 (Proprietary Rights) of this Agreement;

8.1.b. User's violation of any provision within the Sections 2 (Use of the Services), 4 (Content of the Services Platform), and 7 (Proprietary Rights) of this Agreement; or

8.1.c. Services or any component thereof are about to suffer a significant threat to security or functionality, in Boabee's reasonable judgment.

8.2. Suspension Notice. Boabee will provide an advance notice to of any such suspension in Boabee's reasonable discretion, based on the nature of the circumstances giving rise to the suspension.

8.3. Account restore after suspension. Boabee will use reasonable efforts to re-establish the affected Services promptly, after Boabee determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Boabee will make available to User the Content as existing in the Services Platform on the date of suspension.

8.4. Termination due to suspension. Boabee may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 (thirty) days after Boabee's initial notice thereof.

8.5. Payments during suspension period. Any suspension by Boabee under this Section shall not excuse Client from its obligation to make payment(s) under this Agreement.

SECT. 9 – SERVICES TERMINATION

9.1. General. Services shall be provided for the Services Period defined in the Order, unless earlier terminated in accordance with this Agreement.

9.2. Termination of recurring Services. If provided by the applicable Order, Services will auto-renew for additional Services Periods unless either Client or Boabee provides the other Party with its intention not to renew the Services, by means of a written notice no later than 3 (three) months prior to the end of the applicable Services Period.

9.3. Termination in case of breach. In case of breach of a term of this Agreement by either party, the non-breaching party may terminate the Order. In such case, Boabee terminates the order as specified in the preceding sentence, Client must pay all amounts accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Order, plus related taxes and expenses.

9.4. Termination due to suspension. Boabee may terminate the Services if any of the causes of suspension set out in Sect. 8 is not cured within 10 (ten) days after Boabee's initial notice thereof.

9.5. Payments after termination. Any termination by Boabee under this Section shall not excuse Client from its obligation to make payment(s) under this Agreement.

9.6. No access after termination. Upon the end of the Services, neither Client and User will have longer the right to access or use the Services, and Boabee will delete or otherwise make inaccessible any Content in the Services Platform.

9.7. Obligations surviving termination. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9.8. No Boabee liability to User in case of Services expiration or Client's fault. User agrees and acknowledges that the rights are granted to User also subject both to the Services Period and to the Client's compliance with all the obligations herein (including, without limitation, the payment obligations); accordingly, Boabee shall not have any liability whatsoever to User in case of Services termination due to the Services Period expiration or in case of Services suspension or termination due to any Client's fault.

9.9. Cancellation policy Boabee. Customers may request a refund of orders placed for lead retrieval services. All refunds are subject to a 3% or minimum 75USD/75EUR administrative fee. All cancellation requests must be made in writing to sales@boabee.com. Cancellations may be submitted up to 10 business days before the first event day. No refund requested within 10 business days of first event day will be granted, unless due to short notice event cancellations from the organizer. Above administrative fee applies nevertheless in such instance.

SECT. 10 – DISCLAIMER OF WARRANTY - LIMITATION OF LIABILITY

10.1. Disclaimer of warranty. To the maximum extent permitted by the applicable Laws, Boabee expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. In particular, without limiting the foregoing, Boabee makes no warranties that:

10.1.a. Services will meet Client or User requirements;

10.1.b. Services will be uninterrupted, timely, secure, or error-free;

10.1.c. the quality of any Services, products or information purchased or obtained by Client or User through the Services will meet any Client or User expectations; and

10.1.d. any errors in the Services and/or Services Platform will be corrected.

10.2. Limitation of liability. To the maximum extent permitted by applicable Laws and regardless of whether any remedy set forth herein fails of its essential purpose, Boabee's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or, if Boabee cannot substantially correct the deficiency in a commercially reasonable manner, Client may terminate the deficient Services. Notwithstanding the preceding, in no event Boabee will be liable or responsible, under any circumstance at any time, to Client, User and/or any third party for:

10.2.a. any loss or corruption of Content and/or data and software stored on User's phone, computer, hardware (including, without limitations, hard drives, memory modules, or external USB devices, etc.), use of system(s) or networks arising out of the Services;

10.2.b. any act or omission, including negligence, by Boabee and/or its employees, affiliates and representatives. Furthermore, Client and User expressly acknowledge and agrees that Boabee does not provide data backup or restoration services;

10.2.c. any harm caused by any third-party authorized user, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Client or User local identity management infrastructure, or Client/User local computers;

10.2.d. any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the provision of Services even if Boabee has been advised of the possibility of such damages.

SECT. 11 – INDEMNIFICATION

11.1. Indemnification. Client and User shall indemnify and hold Boabee harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arose by any claim made by any third party (including, without limitation, any agency, public administrations, entities, etc.) against Boabee in connection with any Client's and/or User's (as well as any authorized sub-users'):

11.1.a. violation or breach of any term of this Agreement; or

11.1.b. violation of any applicable Laws, whether or not referenced herein; or

11.1.c. violation of any rights of any third party; or

11.1.d. use or misuse of the Services or the Services Platform.

11.2. Remedies. Client and User expressly agree and acknowledge that any violation of their obligations pursuant to this Agreement may cause Boabee irreparable harm and damage, which may not be recovered at law. Therefore, Clients and User agree that Boabee's remedies for breach of this Agreement may be in equity by way of injunctive relief, as well and any other relief available, whether in law or in equity.

SECT. 12 – MISCELLANEOUS

12.1. Governing law and exclusive jurisdiction. This Agreement is governed by the substantive and procedural Laws of the State of Kingdom of Belgium. Client and Boabee agree to submit to the exclusive jurisdiction of, and venue in, the Courts of Anvers (Belgium) in any dispute arising out of or relating to this Agreement.

12.2. Independent entities. Boabee is an independent contractor, so no partnership, joint venture, or agency relationship exists between Boabee and Client. Boabee and Client are each responsible for paying their own employees, including employment related taxes and insurance.

12.3. Force majeure. Boabee shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Boabee's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, lockouts, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Boabee will be excused from such performance to the extent it is delayed or prevented by such cause.

12.4. No implied waiver. Any tolerance or silence by Boabee, even if on a continuous and reiterated basis, in relation to any breach or default by Client or User of any provision of this Agreement shall not be considered as a consent to such breaches and defaults and shall not affect the validity of the clause breached nor shall be construed as a waiver to any of the rights pertaining to Boabee pursuant to this Agreement.

12.5. Modification / Amendments. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the parties.

12.6. Severability. Should any part of this Agreement be declared illegal or unenforceable, the remaining portion will remain in full force and effects.

12.7. Entire agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all prior or contemporaneous agreements concerning such matter.