

I.CNTRL.ME – Terms of Use

DISCLAIMER: I.CNTRL.ME advises the User to read these Terms of Use carefully before using the Application (as defined below). By clicking on the button "I agree to the Terms of Use", the User agrees that his/her use of the Application is governed by these Terms of Use. I.CNTRL.ME advises the User to keep a copy of these Terms of Use and to print it out for future use.

In order to be able to use this Application, the User must first read and agree to our Privacy Policy. It is forbidden to use our Application without first accepting our Privacy Policy.

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1. Applicability

- 1.1. The Application I.CNTRL.ME, available via <https://i.cntrl.me>, is owned and managed by IDLegacy NV, a company under Belgian law, with registered office at Kastanjelaan 81, 9620 Zottegem,

registered with the Crossroads Bank for Enterprises, under company number 0686.716.547 (hereinafter "**the Company**").

- 1.2. These Terms of Use explain how the User should use this Application. By visiting or using the Application in any way whatsoever, the User accepts to be bound by these Terms of Use. These Terms of Use apply in any way that the User uses to access the Application, including, but not limited to, the Internet, digital television and mobile phone.
- 1.3. These Terms of Use (hereinafter the "**Terms of Use**") constitute a legally binding agreement between I.CNTRL.ME and the User (hereinafter "You" or "User") and apply to the User's use of the Application (as defined below). By using any part of the Application, the User acknowledges and agrees that his/her use of the Application is governed solely by these Terms of Use. If the User does not agree with any provision of these Terms of Use, the User is not entitled to (continue to) use the Application in any way or to access to it.
- 1.4. The User declares and guarantees that he/she has the necessary legal capacity to agree to and accept these Terms of Use.

2. Definitions

The following definitions apply to these Terms of Use:

- 2.1 "**Account**" shall mean the registered account that the User has created through the registration process on the Website;
- 2.2 "**Application**" means the online software solution, developed by IDLegacy, called "I.CNTRL.ME" consisting of:
 - i. The I.CNTRL.ME Company Overview;
 - ii. The I.CNTRL.ME App; and
 - iii. The I.CNTRL.ME Platform.
- 2.3 "**Application Services**" has the meaning as set forth in Article 9.
- 2.4 "**Delivery date**" means the date on which you obtained an Account;
- 2.5 "**Documentation**" means the documents relating to the use of the Application made available to you by I.CNTRL.ME;
- 2.6 "**Intellectual Property Rights**" means all currently known or later additional (a) copyrights, neighboring rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights and industrial property rights; layout design rights, design rights; (g) all registrations, applications for registration, renewals, extensions, subdivisions, improvements or reissues relating to these rights and the right to apply, maintain

and impose any of the foregoing, in any case and in any jurisdiction worldwide, for as long as this protection applies;

- 2.7 "**Login Credentials**" means the combination of the unique e-mail address and password as set forth in Article 3;
- 2.8 "**Receiving Company**" has the meaning as set forth in Article 9;
- 2.9 "**Terms of Use**" has the meaning as set forth in Article 1.3;
- 2.10 "**Third Parties**" means any natural person or legal entity or any entity other than the User or I.CNTRL.ME;
- 2.11 "**User**" means the users of the Application;
- 2.12 "**Website**" refers to the website available on <https://i.cntrl.me>.

3. Description of the Application

- 3.1 **General Description.** The Application offers the software solution I.CNTRL.ME that assists the User in gaining control over the data collected about the User by various companies. Among other things, the Application will help the User to gain insight into what data is collected about him/her, but also to request changes to that information and to request to be completely forgotten.
- 3.2 **The Application.** The Application provides the necessary features to enable the use of the application and the connections with the Users.
- 3.3 **Account.** In order to use the Application, the User must first register on the Website/on the <https://i.cntrl.me> to create an account. The creation and use of an I.CNTRL.ME account (the "Account") are subject to the following conditions:

The User is only entitled to create an Account if he/she:

- is a "natural person";
- is older than 18 years;
- does not use a fraudulent or fictional name or alias.

At the moment that the User creates or updates an Account, he/she must:

- Provide the Application with correct, accurate, complete and current information that is personal to the User, such as Your name, companies with which the User is connected. The retention and/or use of your Personal Data by us is subject to our Privacy Policy;

- Provide a unique email address connected to a mailbox to which he/she has a secure and password protected access complying with the security requirements of the email service provider (collectively referred to as "**Login Credentials**").

4. Use of the Application

- 4.1 The complete Application can only be used by natural persons. older than 18 years.
- 4.2 With regard to the use of the Application, each User is bound to:
- comply with the provisions laid down by law, regulation, decree, ordinance or decree of the federal, regional, local or international authorities;
 - refrain from manipulating the information provided, in any way whatsoever or using any technique whatsoever;
 - not to send data, messages or documents in any way via the Application, or to upload data or documents via the Application:
 - a. violating the rights (including, but not limited to, personality rights or intellectual property rights) of Third Parties or of the providers of the Application;
 - b. the content of which is unlawful, damaging, defamatory, violent, obscene or degrading or in which the privacy of Third Parties is violated;
 - c. of which the use or possession by the User is prohibited by law or by agreement;
 - d. that contain viruses or instructions that could cause damage to the providers of the Application and/or the Application and/or the services provided through the Application could jeopardize or disrupt.
- 4.3 To use the Application, the User must have an Internet connection. The User bears sole responsibility for any telecommunications of computer network equipment required to use the Application. The User is solely responsible for providing for this.
- 4.4 The User is jointly responsible for the security and confidentiality of his/her Login Credentials. In order to help protect the User from unauthorized access to his/her Account from the User, the User is advised to keep his/her Login Credentials safe and secure. The Company advises the User not to exchange Login Credentials with Third Parties and not to make them public. The Company also recommends that the User logs off from his/her Account at the end of each visit.
- 4.5 The User is fully responsible for all activities carried out by the User under his/her Account. The User agrees to immediately notify the Company of any unauthorized use of his/her Account or any other breach of security. The Company cannot be held liable for any loss or damage resulting from failure to comply with the above requirements.
- 4.6 The Application may only be intended for private use. The Application may not be used for commercial or business purposes unless the Company has approved the User as a partner.

5. License – restrictions

- 5.1 The Application and Documentation made available by the Company are our exclusive property. All rights (including Intellectual Property Rights) in and to the Application or Documentation not expressly granted to the User in these Terms of Use are reserved by the Company.
- 5.2 The Company hereby grants the User a personal, revocable, non-exclusive, non-transferable, non-sublicensable right of use for the duration of the agreement to use the Application in accordance with the Terms of Use. The User may not use the Application or any part of it for commercial purposes.
- 5.3 Neither the User, nor any Third Party, will under any circumstances:
- a) decompile, disassemble or reverse engineer the Software in any other way, or attempt to reconstruct or discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the Application in any way;
 - b) distribute, sell, rent, sublicense, lease, lend, distribute or otherwise transfer the Application or any part thereof to a third party, except as expressly permitted under these Terms of Use;
 - c) use the Application for time-sharing, hosting, providing services or similar purposes, except as expressly permitted under these Terms of Use;
 - d) change, delete or obscure product identification, proprietary information, copyright notices, digital watermarks or other notices in or on the Application;
 - e) modify, adjust or change any part of the Application, create a derivative work from any part of the Application or integrate the Application into or with other software, except to the extent expressly permitted in writing by the Company;
 - f) gain unauthorized access to other Users' Accounts or to our IT infrastructure or the structure to access the Application or to use the Application to perform or promote illegal activities;
 - g) use the Application to generate unwanted email ads or spam;
 - h) use an automatic, electronic or manual high-volume process to access, search or collect information about the Application (including but not limited to robots, spiders or scripts);
 - i) pretending to be another person or entity;
 - j) to intentionally distribute worms, Trojan horses, corrupt files or other destructive or deceptive elements or to use the Application for unlawful, invasive, infringing, defamatory or fraudulent purposes;
 - k) to remove or otherwise circumvent technical and other protective measures contained in the Application.
- 5.4 By uploading, creating or otherwise transmitting information, data or images through the Application and without prejudice to the provisions of the Company's Privacy Policy, the User grants the Company a non-exclusive, royalty-free, worldwide, sublicensable and transferable license to use, copy, store, modify, transmit and display the User Content to the extent necessary to supplement and update the Application.

- 5.5 The Company reserves the right, but is under no obligation, to monitor and remove any User Content that may be considered a violation of the provisions of the Terms of Use or as inappropriate, or that may violate the rights of Third Parties or applicable laws or regulations.

6. Intellectual Property Rights

- 6.1 Under the terms of the User's agreement with us, the Application and any global Intellectual Property Rights established and/or applicable to it, related to it, shall remain the Company's exclusive property.
- 6.2 All rights in and to the Application and/or Documentation not expressly granted to the User in this Agreement are reserved by the Company. Except as expressly provided herein, no express or implied license is granted to the User with respect to the Application and/or Documentation or any part thereof, including any right to obtain any source code, data or other technical material relating to the Application.

7. Suspension

- 7.1 If, in its sole discretion, the Company becomes aware or suspects that the User is violating these Terms of Use or any other instructions, guidelines or policies (including but not limited to the Privacy Policy) issued by the Company, the Company may suspend or restrict the User's access to the Application. Any such suspension by the Company will continue until the User has remedied the breach that led to the suspension or restriction.

8. Support

- 8.1 If the User needs technical support, please contact <support@idlegcy.com>. The Company will use reasonable endeavours to answer the User's questions within the shortest possible time and to resolve the User's technical problems with the Application.

9. User Generated Content and Acceptable Use Policy

- 9.1 The Parties agree that Users may upload certain content into the Application, including without limitation, photographs, graphics, images, and text (collectively "User Content") and that User Content may be processed and shared between the Application and the company to which a request is made. The User is solely responsible for its use of the Application or any User Content that is created, transmitted or displayed while using the Application and the services pertaining thereto (the "**Application Services**"). The User also acknowledges and agrees that he/she, and not the Company, are entirely responsible for all User Content that the User posts, or otherwise

submits to the Application, including via messages exchanged through the Application to the company to which a request is made (hereinafter “**Receiving Company**”).

9.2 The Company does not control User Content and, as such, does not guarantee the accuracy, integrity or quality of such User Content. The User understands that by using Application the User may be exposed to content that is offensive, indecent or objectionable.

9.3 **Acceptable Use Policy.** As a condition of use, the User promises not to use the Application and the Application Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by the Company. By way of example, and not as a limitation, the User agrees not to use the Application and the Application Services:

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To post or transmit, or cause to be posted or transmitted, any User Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
3. To communicate with the Company’s and/or Receiving Company’s representatives or other users in an abusive or offensive manner;
4. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Application;
5. To post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, or private information from any user of the Company and/or the Receiving Company;
6. To create or transmit unwanted ‘spam’ to any person or any URL;
7. To post copyrighted User Content that does not belong to you;
8. To use any robot, spider, scraper or other automated means to access the Application for any purpose without our express written permission. Additionally, the User agrees that he/she will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Application or any activities conducted on the Application; or (iii) bypass any measures we may use to prevent or restrict access to the Application;
9. To advertise to, or solicit, any user to buy or sell any third party products or services, or to use any information obtained from the Application and the Application Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
10. To sell, assign or otherwise transfer your profile.

To report a suspected abuse of the Application or a breach of the Terms, please send written notice to the Company at email: [privacy@idlegcy.com]

9.4 The User is solely responsible for his/her/its interactions with other users of the Application or the Application Services, including any communications that is exchanged through the Application Services.

9.5 The Company reserves the right, but has no obligation, to review disputes between you and other users. This includes the right to review messages exchanged between the User and the Receiving Company based on any reports that the Company receives alleging the violation of these Terms of Use through the use of the Application Services, including without limitation, reports regarding alleged harassment, indecency, and offensive messages.

- 9.6 The Company reserves the right (but shall have no obligation) to remove any or all User Content that violates the aforementioned Acceptable Use Policy. Customer shall immediately take down any User Content that violates the Acceptable Use Policy, including pursuant to a take-down request from the Company. If the Application Services or the Application are used in a manner that violates or is suspected to violate the Terms of Use in any way, the Company may at its sole discretion, but is not required to disable, suspend or terminate the User's Account, disable the User's access to the Application and/or take any steps that it deems appropriate to address the situation. The Company shall have no responsibility or liability for the deletion or failure to store any User Content and other communications maintained through use of the Services.
- 9.7 The Company may periodically secure and backup Application and User Content. However, Customer is ultimately responsible for securing and backing up its Application and any User Content and the Company shall only restore lost User Content to its last-backup point if the loss was due to fault in the Company's Services or Support Services.

10. Privacy and Safeguarding your Personal Data

- 10.1 The Company attaches great importance to the User's privacy and undertakes to comply with all relevant legislation in force when processing the User's Personal Data.
- 10.2 [The Privacy Policy](#) explains how the Company obtains and processes the User's Personal Data.
- 10.3 Before using the Application, the User must agree to and accept the Privacy Policy.

11. Remunerations

- 11.1 The Application can be used for free.
- 11.2 If the Company changes the cost of the Application, including by adding additional fees or charges, the Company will notify the User of such changes in advance. If the User does not agree to these modified Fees, the Company may terminate the User's access to the Application.

12. Liability

- 12.1 All warranties, conditions and representations otherwise implied by applicable laws with respect to the Application are excluded to the fullest extent permitted by law and are rejected. In particular, the Company does not represent or warrant that the Application is error-free, free of viruses or other harmful components, or that defects will be corrected. The User must take his own precautions in this respect. To the maximum extent permitted by law, in no event shall the Company be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect the User's computer equipment,

computer programs, data or other proprietary material through the use of the Application and the Application Services.

- 12.2 To the fullest extent permitted by law, the Company assumes no liability for any failure to maintain the Application and/or to deliver the content or to deliver it in a timely manner.
- 12.3 The User agrees that the Company can only be held liable on the basis of these Terms of Use to the extent that the damage suffered by the User can be directly attributed to the Company. For the avoidance of doubt, the Company shall not be liable for claims arising from:
- The inappropriate use of the Application by the User;
 - Modification of the Application (or parts thereof) by the User or Third Parties;
 - The User's failure to use the latest version of the Application made available to the User or the User's inability to integrate or install corrections made by the Company to the Application;
 - The User's use of the Application in combination with products or services that do not belong to the Company.
- 12.4 To the fullest extent permitted by applicable law, the Company shall not be liable to any Third Party for any special, indirect, exemplary, punitive, incidental or indirect damages of any kind, including, but not limited to, damages or costs resulting from loss of profits, data, revenues, goodwill, of the acquisition of replacement services or of damage to property arising from the Application that are subject to these Terms of Use, including, but not limited to miscalculations or use, misuse of the Application or inability to use the Application, regardless of the cause of the claim or the theory of liability - whether due to tort, contract or otherwise - even though the Company has been advised of the likelihood of such damage.
- 12.5 The Application may contain inaccuracies and typographical errors. The Company does not warrant the accuracy or completeness of the content and services offered on the Application. In addition, the Company expressly reserves the right to correct any misinformation on the Application.
- 12.6 The Company shall not be liable in any way for any damages resulting from the User's and/or the Receiving Company's acts or omissions to act on the basis of the content available on the Application. Similarly, the Company shall not be liable for any acts, errors, omissions, representations, warranties, violations or omissions of third party independent service providers.

13. Guarantees and disclaimers

I. By the Company

- 13.1 Except as expressly provided in these Terms of Use and to the extent permitted by applicable law, the results are provided "as is". The Company does not guarantee (and hereby rejects all) other warranties, covenants or representations and conditions, whether written or not, oral, express or implied and without limitation, and all implied warranties regarding adequate quality, handling, trade use or practice, merchantability, usefulness, availability, title, non-infringement or fitness for a particular use or purpose, subject to the use, misuse or inability to use the products or services provided to the User by the Company.

- 13.2 The Company does not guarantee that:
- All errors can be corrected or access to or operation of the Application will always be uninterrupted, safe and error-free.;
 - The information, including but not limited to the results, that is available on or through data provided by the Application is true, complete and accurate.
- 13.3 **The User expressly acknowledges and agrees that the Company does not guarantee that the User's request shall be handled by the Receiving Company. The Company provides merely a means, being a platform and application, through which requests can be communicated to the Receiving Party. The Company cannot be held liable for any responses, lack of responses, the quality, accuracy, completeness and GDPR-compliance of any of the responses a representative of a Receiving Company provides.**
- 13.4 The User expressly confirms and agrees that the User's use of the Application and the results are at his/her own risk. The User acknowledges and agrees that there are risks associated with the transmission and storage of information over the Internet and that the Company shall not be liable for any loss of data, including, but not limited to, the results and all related usage content.
- 13.5 The Company shall indemnify and defend the User, as stipulated herein, against substantiated and well-founded claims of Third Parties to the extent that the claim is based on a violation of the Third Party's Intellectual Property Rights by the Application and/or the Documentation and to the exclusion of claims that are the result of the Application and/or the Documentation:
- The unauthorized use of the Application by the User;
 - Modifications of the Application by the User or Third Parties;
 - The User's failure to use the most recent version of the Application and/or Documentation made available to the User or the User's inability to integrate or install corrections made by the Company to the Application and/or the Documentation if the Company indicated that the update or correction was necessary to prevent a potential breach;
 - The User's use of the Application in combination with products or services that are not specific to the Company.
- 13.6 Any such indemnity obligation shall be subject to the following conditions:
- The Company shall be promptly notified in writing of any such claim;
 - The Company shall at its sole discretion determine the defense and settlement of any such claim;
 - At the Company's request, the User shall cooperate fully with the Company in defending and settling any such claim at the Company's expense;
 - The User does not make any representation as to the Company's liability in respect of any such claim, nor does the User agree to any settlement of such claim without the Company's prior written consent.

If these conditions are met, the Company will indemnify the User for all damages and costs incurred by the User as a result of any such claim, as awarded by a competent court of last instance or as agreed in the settlement with our prosecutors.

13.7 If, in the Company's reasonable opinion, the Application and/or Documentation is likely to be the subject of an infringement action by a Third Party, the Company reserves the right, in its sole discretion and at its own expense, to:

- amend the Application and/or the Documentation (or the (allegedly) infringing part thereof) so that the infringement no longer exists, but the equivalent functionality is maintained;
- obtain a license for the User to continue to use the Application and/or the Documentation, in accordance with these Terms of Use;
- to terminate the agreement.

II. By the User

13.8 The User shall indemnify and hold the Company harmless from any claim, demand, loss, liability or damage of any kind, including reasonable attorneys' fees, whether in tort or in contract, that it or any of them may encounter as a result of any claim by any Third Party with respect to:

- the User's breach or violation of any provision of these Terms of Use or any other instructions or policies;
- User Content in Violation of Third Party Intellectual Property Rights;
- Fraud, deliberate deception or gross negligence on the part of the User.

13.9 The Company is under no obligation to the User to back up the content and/or results of use. The User agrees that the use of the Application in violation of or in violation of the User's provisions and warranties in this article constitutes an unauthorized and improper use of the Application.

14. Updates or changes to our Terms of Use and/or our Application

14.1 The Company reserves the right at any time, with or without reason and without prior notice to or liability to the User:

- amend, supplement or amend these Terms of Use;
- modify the Application. This also includes the removal or discontinuation, temporarily or permanently, of any service or other feature of the Application without any liability to the User or any Third Parties; and/or
- reject or discontinue the use of and/or access to the Application in part, temporarily or permanently.

14.2 Any such changes, additions or modifications to the Terms of Use and/or the Application shall become effective immediately upon the Company's making them available on the Application or upon notice to the User.

- 14.3 By continuing to use the Application, the User consents to any changes, additions or modifications made to the Terms of Use and/or the Application.
- 14.4 The User does not have the right to modify, supplement or adapt these Terms of Use in any way.
- 14.5 With regard to changes, additions and/or amendments to our Privacy Policy, the User will be notified separately in accordance with Article 1 of our Privacy Policy.
- 14.6 The Company advises the User to consult the Terms of Use on a regular basis, so that the User is aware of the most recent Terms of Use that he/she must respect.

15. Term and Termination

- 15.1 The agreement is effective from the moment that the User creates an Account and remains effective until it is terminated or replaced by a new agreement, or, if none of these events occur, as long as the User continues to use the Application. In the event that the Company elects to cease supplying the Application, or to grant a Third Party the right to supply the Application, the Company will notify the User at least three months in advance.
- 15.2 The Company may terminate the agreement at any time if the User provides inaccurate, incomplete or inaccurate information when creating his/her Account or at any other time during the provision of services.
- 15.3 The Company may terminate or suspend the User's Account at any time and access to the service immediately, without notice or liability, in its sole discretion, for any reason and without limitation, including but not limited to a breach of the Terms of Use.

16. Varia

- 16.1 **Force Majeure.** The Company shall not be liable for any failure or delay in the performance of its obligations with respect to the Application if such failure or delay is due to causes beyond our control, including but not limited to force majeure, war, strikes, lockouts, riots, epidemics, fire, communication line failures, power outages, earthquakes, other catastrophes, unauthorized access to our information technology systems by Third Parties, or for any other reason if our failure to comply with the obligations is beyond our reasonable control.
- 16.2 **Entire agreement.** Together with our Privacy Policy, these Terms of Use form the complete agreement and arrangements between the User and the Company. These Terms of Use supersede all previous proposals, agreements and all other oral and written agreements between the User and the Company with respect to this subject matter.
- 16.3 **Separability.** If any provision of these Terms of Use is found by any court of competent jurisdiction to be unenforceable or invalid, the other provisions of these Terms of Use shall

remain enforceable. The invalid and unenforceable provision will be deemed amended to be valid and enforceable to the fullest extent permitted by law.

- 16.4 **Dissolution.** Failure to make a particular provision of the Terms of Use enforceable does not mean that it or any other provision will be lifted.
- 16.5 **Assignment.** The Company may freely transfer or assign all or part of the rights and obligations described in these Terms of Use without the User's consent and without notice to the User. The User may not assign these Terms of Use or any of the rights and obligations under these Terms of Use without our prior written consent. These Terms of Use are binding on and for the benefit of the parties and their respective successors and assigns.
- 16.6 **Notifications.** All our notifications intended to be received by the User are deemed to have been delivered and to be in force when sent to the e-mail address provided by the User when creating your Account. If the User changes this e-mail address, the User must also change his/her e-mail address on the personal settings page.
- 16.7 **Continuation.** Articles 6, 10, 11, 12, 14, 15 and 16.8 shall remain in force even after termination or expiry of the agreement.
- 16.8 **Applicable law and jurisdiction.** The Agreement shall be governed exclusively by and construed in accordance with Belgian law and shall not be construed in accordance with any conflicting laws or regulations. The courts and tribunals of Ghent have exclusive jurisdiction if any dispute arises in relation to the Application.

If you have any further questions about the Application or these Terms of Use, please contact the Company at the following address: <info@idlegcy.com>

These Terms of Use are provided electronically on the Website: <<https://i.cntrl.me>>. A paper version is available on request via <privacy@idlegcy.com>.