

Date: 19-Jul-18

TERMS AND CONDITIONS

1. Acceptance

- 1.1 By accessing one of the websites ('the Websites') of Bridge72 B.V. ('Bridge72') and Bridge72's 'Bid72' app ('the App') and clicking the appropriate box you have declared that you have read and understood these terms and conditions ('the Terms') and that you have accepted that these terms will apply to the contractual relationship between you and Bridge72. Bridge72 is established in The Hague, The Netherlands, and has its offices at 28A Prinsegracht, 2512 GA The Hague, The Netherlands.
- 1.2 Bridge72 has the right to revise the Terms at any time and you agree to be bound by such revision. Any such revision will be effective immediately after Bridge72 has published the revision on the Websites or in the App. Your continued access of the Websites and/or use of the App will constitute acceptance of the revised Terms. Should you not wish to accept the revision your sole remedy shall be to discontinue using the App.
- 1.3 By accessing the Websites and/or using the App you may be using the services of third parties (examples are providers of payment services and social networking services, but there may be many others) who have their own terms and conditions. Bridge72 is not liable for these third parties, who are not affiliated with or controlled by Bridge72. Bridge 72 is not responsible for the terms and conditions they wish to apply and the use they may make of your personal data defined hereinafter.
- 1.4 If you are a minor in your country of residence you should ask your parent(s) and/or legal guardian for permission to use the App and arrange that he/she/they let us know that you have permission. Bridge72 does not wish to contract with a minor unless this permission has been granted.

2. Right to use

- 2.1 Provided that you comply with these terms Bridge72 grants you permission to use the App in accordance with its intended purpose. Such right to use is limited, revocable, nonexclusive, personal and nontransferable. No licenses or rights are granted under any intellectual property rights owned or controlled by Bridge72 unless expressly granted herein.
- 2.2 Should you not comply with these Terms Bridge 72 is entitled to immediately discontinue your access to the App without any advance notice or warning. Bridge72 may decide to first issue a notice of non-compliance or a warning but also in the event that Bridge72 has done so in the past with respect to the same or other instances of non-compliance

or to other users this does not prejudice Bridge72's right to immediate discontinuation.

- 2.3 You agree that you will not download, publish or use for commercial purposes any materials, which Bridge72 has published in the App ('Bridge72 Content') irrespective of whether such Bridge72 Content is protected by intellectual property rights. 'Use for commercial purposes' includes but is not limited to any use for which payment or other advantages are sought or required or which use takes place together with or in the context of selling goods or services or promotional activities related thereto. You may request Bridge72 for permission for any such commercial use. Bridge72 may refuse such permission and/or set conditions, financial or otherwise, for such permission in its absolute discretion. Permission is then granted subject to your express acceptance of these conditions.
- 2.4 Using the App implies that you may receive communications, either related to the intended use of the App, such as Chat, or otherwise at all times. You hereby accept that this may occur. Your devices on which the App is installed normally will have an option to disable any warning signals, which may occur when such communications are received.

3. User content

- 3.1 Any data, text, photographs any other materials uploaded by you on the App ('User Content') are subject to commercial or non-commercial use by Bridge72. This right to use of Bridge72 ends at the time when your account is terminated. You warrant that User Content uploaded by you is original and that use, and publication do not infringe upon any rights of others. Uploading User Content and your decision to expose your User Content to others is your sole responsibility. You will not upload commercial User Content. Bridge72 may review, control and remove User Content without prior warning as it deems fit. You will have no claim against Bridge72 for damage incurred by loss of your User Content
- 3.2 Bridge72 accepts no responsibility for the accuracy or appropriateness of User Content uploaded by others. Commercial User Content uploaded by others is not endorsed by Bridge72. You accept that you may be exposed to User Content, which is offensive or objectionable. You will have no claim against Bridge72 for damages incurred as a result of your exposure to User Content. Bridge72 is not obliged to review, control or remove offensive or objectionable User Content also if Bridge72 has done so in the past.

4. Rules of conduct

- 4.1 Your right to use the App enables you to communicate with other users ('Chat'). Bridge72 is not liable for the content of Chat and has no obligation to control or monitor Chat but Bridge72 may do so at any time

and for any reason. Bridge72 has the right to remove Chat and/or to discontinue your access to Chat at any time and at its sole discretion.

- 4.2 When accessing the Website or using the App:
- (a) you will not disseminate information that is obscene, pornographic, sexual or indecent, or that ridicules, harasses, mocks or is insulting or libelous towards anyone, and you will not (cyber-)stalk anyone;
 - (b) you will not infringe upon any laws and regulations or the rights of others;
 - (c) you will not try to obtain passwords or other private information of others;
 - (d) you will not - as the App may also contain competitive elements, publish rankings and/or offer prizes - cheat, use automation software, use bots, hacks, mods or any software designed to interfere with the App and its intended use or to gain an unfair advantage over other users, and you will not design or assist in the design of such inappropriate software; you will not use Chat or other means of communication to gain an unfair advantage and you are aware that Bridge 72 may monitor Chat as set out in 4.1 above for the purpose of detecting attempts to gain an unfair advantage.
 - (e) you will not (try to) gain access to or modify any of Bridge72's files and protocols and you will not disrupt or overburden any computer or server used by or for Bridge72 to operate the App;
 - (f) you will not try to gain access to the accounts or to the files of other users, you will not be a party to any virus attack, and you will not collect or 'mine' information either by using software that reads areas of RAM or streams of network traffic or otherwise;
 - (g) you will not exploit, distribute or publish any bugs of the App or knowledge thereof, which gives an unintended advantage when using the App;
 - (h) in general, you will not do anything which a normal person would reasonably consider unwanted, inappropriate, unfair or untoward.

5. **Quality of service**

- 5.1 Although Bridge72's endeavors to provide a high-quality service imperfections (bugs) and omissions may occur. Bridge72 is not liable for such deficiencies.
- 5.2 The App functions within an environment where its proper functioning is dependent upon the quality of many other programs and protocols, including but not limited to those of the devices on which the App is installed. Updates and notifications by others may affect the working of the App as is the case for either uploading or not uploading updates of others.
- 5.3 Bridge72 intends to remedy any such deficiencies but makes no representation as to the timeframe within which such remedial action will occur.

6. Privacy

- 6.1 Bridge72 may acquire personal data from you while using the App. Bridge72 will respect your privacy. Personal data means personally identifiable information that specifically identifies you as an individual. Data, which do not specifically identify you as an individual or which are prepared from personal data but are aggregate or have been depersonalized are non-personal data. Your mobile phone carrier and geographical information such as postal codes, zip codes and IP addresses, which merely identify your approximate location, are non-personal data. Bridge72's policy is not to divulge personal data to third parties without appropriate permission unless required by law. Bridge72 may however use non-personal data and nicknames for any purpose. If your account is terminated Bridge72 will delete your personal data unless required to resolve renewal of subscription or disputes, to enforce Bridge72's contract with you or to comply with technical and legal requirements and constraints related to security and the appropriate operation of Bridge72's services.
- 6.2 If you choose to post information, on Chat or otherwise, under your nickname, Bridge72 is free to publish such information. Bridge72 recommends that you select a nickname, which does not specifically identify you as an individual so that others not personally known to you cannot identify you.

7. Technical

- 7.1 Bridge72 will only guarantee support of the most recent version of its software. Promptly downloading the most recent version is therefore recommended.
- 7.2 Bridge72 may use cookies and similar technologies both on its website and on the App. A cookie is a data file with information stored on your devices which can be automatically sent back to Bridge72's server to improve Bridge72's service when you again access the website or the App. Whenever applicable you have been or will be offered an option not to accept cookies; if you avail yourself of that option you will still be able to use the App but certain features thereof may be unavailable or be less user friendly. You accept these consequences of refusing cookies.
- 7.3 A feature of the App is that you can promote Bridge72's Websites or the App through social media such as Facebook or Twitter. If you use this feature this may result in cookies of these social media being placed in your devices with or without advance warning. You accept these consequences of such linkup with social media.
- 7.4 Bridge72 uses Google Analytics, which is a service provided by Google, to keep track how users use Bridge72's website and the App. Bridge72 has

not given permission to Google to use the obtained data for other services but Google is allowed to access these data if obliged to do so by law. You accept Bridge72's use of Google Analytics and the said consequences thereof.

8. Termination

- 8.1 You may terminate your account and thereby the use of the App at any time by sending an email informing Bridge 72 of your wish to terminate. Bridge72 will normally process such termination within 72 hours.
- 8.2 Bridge72 may terminate your account and your use of the App at any time for non-compliance with these Terms without prior warning.

9. Applicable law and jurisdiction

- 9.1 Dutch law applies to your contract with Bridge72. All disputes arising from or related to this contract shall be exclusively adjudicated by the court of competent jurisdiction in The Hague, The Netherlands.