



incase

Incase – Terms of Use

InCaSe IT BV (“Incase”, “we”, “we”, “us”, “our”) is located in the Netherlands at the address Kasteelstraat 47, 4381RB in Vlissingen(Flushing), has VAT number NL862231498B01 and is registered in the Chamber of Commerce under number 81818572. Incase can be reached via email address info@incase-it.com

1. General provisions

These terms and conditions were posted on May 1st, 2021 and apply from that date to the use of all services and services (the “Platform”) of Incase, whether via computer, mobile equipment and / or other software.

By visiting the Incase website or portals, using the app, creating an account, purchasing a subscription to one or more services, you agree to these Terms of Use. You agree to accept these Terms of Use in its entirety without modification and to adhere to these terms and conditions. These Terms of Use constitute the entire agreement between You (“You”, “User”, “Business User”) and Incase and replace all previous agreements.

Incase is entitled, at all times, to transfer its rights and obligations under the agreements relating to the services of the Platform to one of its group companies.

1.1. Upgrades.

Incase adds new functionality and improvements to the Platform from time to time. Incase also reserves the right to change or terminate the Platform or parts thereof. You accept and agree that Incase may modify the Platform without prior notice.

1.2. No guarantees

Incase does not guarantee that the Platform will always meet your expectations.

Incase does not guarantee that the Platform will always function flawlessly and that it will be continuously available and accessible.

Incase applies various techniques to secure data and monitor the integrity of the information in the Platform, but does not guarantee that breaches are completely excluded.

Incase cannot guarantee that the products or services offered by Merchants will meet your expectations.



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Incase cannot guarantee that ordered products or services offered by Merchants will be delivered on time, in accordance with agreement or actually delivered.

All information within the Platform is subject to spelling and typing errors.

1.3. Limitation of liability

Insofar as permitted by law, Incase excludes liability for all direct and / or indirect damage suffered by a User due to:

- i. use of the Incase Platform; or
- ii. the unavailability or unsafe availability of the Platform or parts thereof; or
- iii. incorrect information on the Platform; or
- iv. purchase of services from third parties or use of products purchased via the Platform; or
- v. changes to Incase's services or changes in or on the Platform.

Incase is not responsible and not liable for information posted or uploaded by Users of the Platform. Nor does this information represent the opinion of Incase or its behavior and statements of Users attributable to Incase.

Nor is Incase liable for any direct and / or indirect damage as a result of non-compliance or late fulfillment of its obligations under these Terms of Use, which are caused by circumstances beyond Incase's control ("Force Majeur"). Incase will endeavor to minimize the effects of these events and to fulfill the obligations that are not affected by these circumstances.

If, for whatever reason, Incase is nevertheless liable, our liability is limited to a maximum of the total compensation that you paid to Incase during the 2 months prior to the act by which the liability arose.

1.4. Intellectual property

The Incase logo and all other trademarks, service marks, graphics and logos used in connection with Incase within the Platform are trademarks of Incase or Incase's licensors. This agreement does not transfer any intellectual property of Incase or third parties to You in any way, and all rights, titles and interests in and to such property remain exclusively with Incase.

Other trademarks, service marks, graphics and logos used in connection with our Platform may be trademarks of other third parties. Use of our Platform does not grant You any right or license to reproduce or otherwise use Incase or third party trademarks.



1.5. Links to websites and services of third parties

The Platform may contain references to websites and services of third parties (this also includes - but is not limited to - payment services of payment service providers). Incase has no control or influence over the content of these websites. The rules and privacy policy of that website or service provider apply to these websites. If you have any questions about the rules that apply to the website or service of a third party, please refer to the relevant website or service provider.

1.6. Privacy

Your privacy is important to Incase. The Privacy Statement describes in detail how and which data we collect and store, how we use this data and how we handle data that You enter and upload (such as photos, videos and other files) when using the Platform. Incase advises anyone who uses or intends to use the Platform to read the Privacy Statement in advance. Incase may change the Privacy Statement from time to time and therefore recommends that you read it regularly.

1.7. Code of conduct

By agreeing to these Terms of Use, You undertake to adhere to the following rules.

1.7.1 Importing texts and uploading files

You will not enter information and texts and / or upload files that:

- in any way violates any local, state, national, foreign or international statutes, regulations, rules, orders, treaties or other laws;
- is intended to stalk, harass, mislead or harm another person;
- presents you as another person or entity or otherwise have the intent to misrepresent your relationship with another person or entity;
- is intended to disrupt the servers or networks connected to the Platform;
- is intended to circumvent the security or integrity of the Platform;
- contains inappropriate content or message (for example, including but not limited to nudity, bestiality, pornography, offensive language, incitement to explicit violence or criminal activity, and terrorist, violent, hateful or extremist statements);
- is harmful to yourself or others (eg to transmit computer viruses, place trackers or elicit personal / sensitive data ("phishing"));
- infringes the copyright or intellectual property rights of others;
- is inciting or enticing others to circumvent or violate this Code of Conduct.

Suspected illegal activities can be reported by Incase to law enforcement officers and appropriate authorities. In such event, Incase will share all requested information with law enforcement and authorities.



1.7.2 Rating & Review

Rating & Reviews give users the opportunity to share experiences with each other and with the Business User. A Rating consists of a valuation of various aspects of the Products and Services offered by the Merchant, expressed in a number of stars, as well as a brief description of the experience. Rating & Reviews are immediately visible after they have been posted by the User. Rating & Reviews are by definition subjective and Incase has no influence on the rating and content of the Review. It is possible that a Rating & Review does not correctly reflect the factual situation.

A review:

- a) must be done truthfully;
- b) must relate to an Order on the Platform;
- c) must relate to the Order for which the option to Rate & Review is offered;
- d) must not be done with apparent intention to harm the Business User.

In the event of abuse or suspected thereof, Incase is entitled to remove the Assessment.

In case of violation of the Code of Conduct, which is deemed to be a violation of the Terms of Use, Incase is at all times entitled, immediately and without prior notice, to block the User's Account, to refuse access to the Platform and to remove information and files.

1.8. Create an account

In order to use certain functionality of the Platform, You must create an account ("Account"). Creating an Account as well as the use of the Platform is free for consumers. Business Users pay a fee in the form of a Subscription.

When you request an Account, we collect personal information such as first name, last name and email. Once you have submitted the required registration request, Incase will determine whether your requested Account will be approved. If approved, you will receive an email inviting you to complete the registration of your Account. As long as you use the account, you agree to provide truthful, accurate, current and complete information. You can make relevant changes immediately by logging in to your Account and changing your profile details.

It is also your responsibility to maintain the confidentiality of your password(s). If You believe that your password or the security on the Platform website has been breached in any way, You must notify us immediately (email to info@incase-it.com).

Incase reserves the right to close Accounts that have not been used for more than 6 months.



2. Business User provisions

For Business Users, the Incase Platform provides services for presenting, promoting and selling Products and Services to other Users.

2.1. Business Users

A Business User can create an Account on the Platform as described earlier. For a Business User it is mandatory to identify his company by providing and verifying name, address, email, telephone number, VAT number and Chamber of Commerce registration.

After completing the registration, the Business User must link an account with one of the affiliated Payment Service Providers (PSP) or create it (via the Platform).

Incase is not a party in the financial processing of the payments that Users make to Business Users via the Platform for the purchase transaction of the products offered by the Business User. Payment of received monies is made by the PSP directly to the Business User, without the intervention of Incase. The conditions for payment processing are regulated in an agreement between the Business User and the PSP.

Agreements for transactions concerning the sale of Products and Services via the Platform are between the Business User and the Customer (User). These agreements are exclusively governed by the conditions of the Business User, which must be uploaded by the Business User (mandatory, in PDF format) and which can be downloaded and read by the Customer.

2.2. Rules for presenting and selling products.

The following restrictions are attached to the offering of Products and Services to Users on the Platform:

- it is not allowed to offer products that are illegal or unlawful or whose trade is prohibited. It is also not allowed to offer services whose performance is illegal or unlawful.
- it is not allowed to offer products without a license that require a license in accordance with rules and legislation.
- it is not allowed to offer products that infringe on intellectual property rights (copyright, trademark law, design right) of a third party without the permission of that third party.

You must be aware of the laws and regulations in the field of the relevant product or service. The use of the Incase Platform does not indemnify you in any way from your obligations under the laws, regulations and regulations regarding the sale of your Products and Services.



2.3. Liability

Incase does not accept any liability for claims from third parties for the products and services to be delivered or delivered by you.

Incase is not responsible for the terms and conditions of purchase / sale agreements between Business Users and their Customers, and therefore does not accept any liability for any alleged or suffered damage, direct or indirect, under the purchase / sale agreements. between Business Users and their Customers.

Incase is not responsible for the payment of monies received for sales via the Platform, and therefore accepts no liability whatsoever for alleged or suffered damage, direct or indirect, for monies not received or received late from the PSP.

Should Incase, for whatever reason, be liable, then our liability is limited to a maximum of the total compensation that you have paid to Incase during the month prior to the act by which the liability arose.

2.4. Indemnification

You indemnify Incase against all claims from third parties with regard to damage suffered from;

- i. entering into an agreement based on an offered Product or Service;
- ii. the use of products purchased through the Platform;
- iii. the use of services offered through the Platform;
- iv. the (alleged) infringing and / or otherwise unlawful nature of the (content of the) presentation of your company and / or the products delivered.

2.5. Subscription and rates

For business use, Incase offers different subscriptions and subscription periods. Information about subscriptions and the current rates can be found on the Incase website.

Subscriptions are automatically renewed each time for the same period, unless you cancel the subscription. You can cancel your account at any time towards the end of the already paid period in the settings in the business management portal. After your subscription has expired, your Account will be blocked immediately. It is still possible to log in to the corporate management portal, but you cannot make or change anything until you have subscribed again.

The free trial only applies to new subscribers, and is not applied to existing subscribers who re-subscribe.

Incase is entitled to adjust rates at any time. For current subscriptions, the rate changes will take effect after the subscription period already paid for. If applicable, we will notify You of the planned rate changes before the end of the already paid



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subscription period. If you do not agree with the rate changes, you can cancel your subscription at the end of the subscription period.

2.6. Payment and Refund

Incase offers business customers the option to pay subscription fees online. For this, Incase uses the services of a Payment Service Provider.

You can make payments using payment methods credit card, iDeal, Giropay, Bancontact, SEPA Direct Debit or SEPA Credit Transfer. To do this, follow the instructions on the Platform.

If applicable, Incase will charge sales tax on amounts payable for Incase services in accordance with Estonian laws and regulations.

Payments must be credited to Incase's account or received by Incase's Payment Service Provider before the start of a new subscription period.

Incase uses a grace period of 7 (seven) days. If payment is not received by the end of the grace period at the latest, your Account will be blocked immediately upon expiry.

Citizens of the European Union are entitled to a full refund within 14 days from the start of the subscription. This 14-day period begins when the subscription service begins. If you have signed up for a one-month free trial period, the period starts on the first day of the free trial period. In that case, no costs will be paid as a refund.

Except as required by law, payments are non-refundable. This also includes fees and other costs.

2.7. Use name, logos and brand

To the extent necessary to provide the services to You and others, You hereby grant Incase an unlimited, worldwide, royalty-free license to use the (brand) name and / or logos and any material and information of your company that you use through the Platform available. This includes:

- possibly adapting the size, shape or format to better display it in the Services;
- saving and making copies for backups;
- distribution via communication channels for use in messages.

In the context of its services, Incase also has access to information about and data of Business Users that have been provided or generated by them during the use of the Platform for the duration of the agreement with the Business User, and a period thereafter.

After termination of the agreement with the Business User, Incase can retain the information about and data of the account of the Business User to the extent permitted by law.



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3. 3. Other provisions

3.1. Jurisdiction

These Terms of Use are governed by Estonian law. If a dispute is brought before a court, only the court in Tallinn will have jurisdiction.

3.2. Disputes and Arbitration

In the event of a dispute between You as a Business User and Incase, the parties will, in addition to what is included elsewhere in the Terms of Use, try to reach an agreement through consultation and mediation.

You and Incase agree, notwithstanding the right of either party to submit disputes to a court of law, that all disputes, existing and / or future, which cannot be resolved by mutual agreement, will be resolved exclusively and bindingly by arbitration.

Incase is neither willing nor obliged to participate in proceedings before a consumer dispute settlement body.

3.3. Changing Terms of Use

Incase may change these Terms of Use from time to time. The current, applicable terms of us are always published on our website. We therefore recommend that you read them regularly.

3.4. Contact

If you have any questions about these Terms of Use or would like to contact us for any reason, you can reach us at info@incase-it.com