

Annex 1 – More App End User License Agreement

MoreApp products are proprietary software applications and services. MoreApp services are provided by: **MoreApps BV**, Stationsplein 45, 3013 AK Rotterdam, The Netherlands. MoreApp or Licensee grants the End User the right to use Service and Software on the following conditions.

1. Definitions

- 1.1. Authorised User:** the natural person (or persons) appointed by Licensee who has obtained accreditation to admit End Users to the Service and to issue Means of Authentication.
- 1.2. Licensee:** the party that has a License Agreement with MoreApp.
- 1.3. End User:** the natural person who uses the Service and Software.
- 1.4. End User License Agreement:** this agreement that every End User has to accept, pertaining to the conditions for use of the Service and Software.
- 1.5. IP Rights:** all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, and patent rights.
- 1.6. License:** the right to use the Service and Software.
- 1.7. License Agreement:** the license agreement concluded between MoreApp and the Licensee for the use of the Service and Software.
- 1.8. Means of Authentication:** data and/or means (or the combination of these) used by the Licensee and End User to verify his or her identity on the Service, such as for example the combination of user name and password.
- 1.9. Service:** making and keeping the Software available via the internet to Licensee and its End Users that have obtained a sublicense from Licensee).
- 1.10. Software:** any product developed by MoreApp that Licensee orders from MoreApp (or a MoreApp Partner), including Updates and/or Upgrades and user documentation.

2. Use of the Service and Software

- 2.1.** The Licensee hereby grants the End User a non-exclusive, non-sublicensable, and non-transferable Licence on condition that he or she fully complies with this End User License Agreement.
- 2.2.** The End User decides which data is stored and/or exchanged using the Service and Software. The End User is therefore responsible for ensuring that such data is lawful and does not infringe the rights of third parties. The Licensee and MoreApp do not accept any liability for data stored and/or exchanged using the Service and Software.
- 2.3.** If the Licensee or MoreApp are aware or realise that data or information that the End User has stored and/or exchanged using the Service and Software is unlawful, the Licensee and/or MoreApp will take prompt action to delete that data or information or make access to it impossible. In no event will the Licensee or MoreApp be liable for any damage resulting from such action.
- 2.4.** The End User may only use the Service and Software for legitimate purposes and will not abuse it in any way or use it to store or distribute unlawful data, nor will he or she act unlawfully or carelessly in any other way.
- 2.5.** The End User is not allowed to make changes to the Service and Software or parts thereof. The End User is furthermore not permitted to reverse engineer or decompile the Service and Software or parts thereof.
- 2.6.** The Authorized User is responsible for granting End Users access to the Service and Software (for example, when issuing Means of Authentication)

3. Code of conduct

- 3.1.** The End User is responsible for his or her use of the Service and Software.
- 3.2.** The End User will refrain from any use of the Service and Software in violation of this End User License Agreement.
- 3.3.** The End User guarantees that he will act as a careful End User. If at any time MoreApp or Licensee makes it possible for its End Users to use the Software and Service for communication with MoreApp, Licensee or other End Users, the communication of the End User:
 - is not based on falsehoods and/or misleading;
 - will not be libelous, slanderous, insulting, racist, discriminating, or hateful;
 - will not be erotic or pornographic;
 - will not contain hyperlinks, torrents, or comparable information of which the End User knows or oughts to know that it refers to material that infringes the rights of third parties;
 - will not consist of distributing personal data of third parties without permission or necessity or sending unwanted commercial, charitable or ideal communication;

- will not contain viruses, trojans, worms, bots, or other software that can damage, render unusable or inaccessible, erase or take advantage of or that are intended to circumvent technical protection measures of the Service and Software;
- will not impose an unreasonable or disproportionate burden on the infrastructure of the Service or obstruct the functionality of the Service and Software;
- do not infringe the rights of MoreApp, Licensee, or third parties, including but not limited to IP Rights and rights relating to the protection of privacy;
- are not otherwise unlawful in any way or can damage the interests and good name of MoreApp or Licensee.

4. Use of Means of Authentication

4.1. The End User is responsible for the Means of Authentication issued to or created by him or her. The End User will treat these personal Means of Authentication with care and keep them secret. The End User will take effective measures to prevent misuse of Means of Authentication.

4.2. Neither the Licensee nor MoreApp bear liability for the misuse of Means of Authentication, and they may assume that an End User who logs in using these Means of Authentication is authorised by the Licensee to use the Service and Software.

4.3. As soon as an End User knows or has reason to suspect that Means of Authentication have fallen into the hands of unauthorised persons, the End User will inform the Authorised User or the Licensee of this, notwithstanding the End User's own obligation to immediately take effective measures by, for example, setting different usernames and passwords or suspending the account concerned. Where appropriate, the Authorised User will take suitable action, independently or together with Licensee or MoreApp.

5. Storage and processing of personal data

5.1. Use of the Service and Software entails the processing of personal data, such as the (temporarily) storage of such data on MoreApp's servers. The Licensee is the controller in this regard, meaning that the Licensee is responsible for ensuring that personal data is processed in accordance with the applicable privacy legislation. MoreApp is the processor in this regard. In this capacity, MoreApp will adhere to the arrangements set out in the data processing agreement concluded with the Licensee, which is attached as an annex to the License Agreement. MoreApp will only carry out other processing on the Licensee's instructions or if it has a statutory obligation to do so.

6. Duration and termination

6.1. The License Agreement and this End User License Agreement apply for the same duration, except when the End User License Agreement is terminated on the basis of Article 6.2.

6.2. If the End User does not comply with the conditions imposed by the Licensee (for example, these End User License Agreement or additional conditions imposed by the Authorised User or Licensee), then the use of the Service and Software by the End User may be (temporarily) suspended or terminated by Licensee or by MoreApp. In no event will the Licensee or MoreApp be obliged to pay any refund, compensation, or damages to the End User in such a situation.

6.3. Upon termination of the Licence Agreement – on any grounds and for any reason whatsoever – all rights granted to the End User under this End User License Agreement will automatically cease to have an effect and the End User will no longer be authorised to use the Service and Software.