

Let's Connect Terms of Service

Effective as of August 28, 2018

This service agreement explains the terms and conditions under which you may use the application and services provided by D-Side SA. Please read this Terms of Service document carefully and retain a copy for your reference.

BY USING OUR SERVICES OR ACCESSING CONTENT MADE AVAILABLE BY D-SIDE SA, YOU EXPRESS YOUR AGREEMENT TO BE BOUND BY OUR TERMS OF SERVICE SET FORTH IN THIS DOCUMENT, PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES AS YOU ARE ABOUT TO ENTER INTO A BINDING CONTRACT WITH D-SIDE SA, AVENUE L. MOMMAERTS 24, 1140 BRUSSELS, BELGIUM. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THE TERMS AND CONDITIONS SET FORTH BELOW, DO NOT USE OR ACCESS OUR SERVICES.

These Terms do not interfere with any obligation or authorization contained in any other agreement between you and D-Side SA.

1. Definitions

1.1 The following definitions explain some of the terminology and abbreviations used in our Service Agreement:

'Terms / Agreement' refers to the latest version of this Terms of Service document.

'App' refers to the Let's Connect software application available for iOS and Android mobile devices.

'Services' refers to the functionality of the App, the analytics option, the placement, confirmation and management of your orders, and other services provided by D-Side SA as set forth in the App.

'Platform' means the Application and the Services collectively.

'User / You' means any person using or accessing our Platform.

'We / Let's Connect' refers to D-Side SA, the App and their partners and affiliates.

'Privacy Policy' refers to the privacy policy document governing the rules for the collection, use and storage of information provided by users.

'Third Party' refers to any application, website, entity or legal entity other than D-Side SA.

'Content' means all images, text, audio, video or other information located on the Platform.

'Information' means user information provided for the purpose of using our services.

'Confidential Information' means all information disclosed between the parties to this Agreement in connection with the Services, and in particular, without limitation, Content available only to Registered Users. Confidential Information does not include information known to either party prior

to its disclosure, information made available to the public, or information intended for disclosure and intended for publication.

2. General Provisions

(A) Scope of Services

2.1 Let's Connect provides a platform through which users can scan QR codes and EAN codes of products at an organized event, place and confirm orders. Access to these services is available upon registration, which is done in the appropriate form in the app.

2.2 Because of the way the App works, we cannot guarantee that it will work in all circumstances. If the user chooses to use our app to scan and order products, the user must ensure that:

1 That the mobile device the user intends to use can run the app.

2 That the application is able to scan QR codes and EAN codes perfectly in all lighting conditions.

3 That there is a stable internet connection to use the application. Users should take into account that in large crowds, a high network workload can cause an unstable Internet connection.

2.3 Let's Connect cannot guarantee that the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. Let's Connect cannot and does not guarantee 100% availability for its services. The Services may be unavailable (i) for scheduled maintenance, (ii) due to force majeure, (iii) for specific users due to account suspension or termination, (iv) due to internet problems outside of Let's Connect's area of influence, (v) in code, hardware or services with no known commercial solution.

(B) Eligibility

2.4 By registering to use the Services, you confirm that you are at least 18 years old. By using our Services, you confirm that you (i) have full legal capacity to enter into a binding relationship, (ii) will provide true, accurate, current and complete information where applicable, as well as information otherwise consistent with these Terms, (iii) will not use any Services in violation of these Terms or applicable laws. If you are accessing our Services on behalf of a legal entity, you further confirm that (i) you have the appropriate authority to accept the terms of this Agreement, (ii) you have the appropriate authority to bind such legal entity by accepting this Agreement, (iii) the legal entity on whose behalf you are accepting this Agreement has the authority to enter into this Agreement and perform the obligations set forth herein.

(C) Registration

2.5 During the registration process, you will be asked to provide personal information, the collection, use and storage of which is governed by our privacy policy document and applicable laws. Users are required to provide true, accurate, current and complete information about themselves as prompted by the forms provided. If you provide information contrary to the above conditions, we may deny or terminate your access to portions of our services. We are not responsible for any failure to provide the Services as a result of false, inaccurate, untimely or incomplete information.

2.6 You understand that it is your responsibility to protect the confidentiality of your login information. You are responsible for all activity on your account. If you discover or suspect that someone has accessed your account without authorization, you are advised to notify us immediately.

(D) Contact

2.7 By authorizing us to access your email address, you agree that we may contact you using this contact information for any matter related to the Services (service emails). These emails are not 'unsolicited commercial email advertisements' and you may not unsubscribe.

2.8 If you have any questions or suggestions; you can contact us at support@letsconnect.store.

3. Acceptable use policy

3.1 You agree not to misuse our platform. Misuse constitutes using, accessing or interfering with the Platform in a manner that is contrary to the Terms of Use, the Privacy Policy and applicable laws and regulations. We may, in our sole discretion, suspend or terminate access to all or part of the Platform to any user, without notice or need to deliberate on the reasons for such action. We reserve the right to deny services to anyone at any time. When using our Platform, you will not conduct yourself in a manner contrary to the Terms, policies, applicable laws and regulations, and you will especially not do any of the following, without limitation:

- (i) send or post unauthorized commercial communications (such as spam) via the Platform;
- (ii) collect user content or information, or otherwise access the Platform through automated means (such as harvesting bots, robots, crawlers or web scraping) without our permission;
- (iii) upload viruses or other malicious code;
- (iv) bully, intimidate or harass any other user;
- (v) post or transmit any Content that is unlawful, hateful, obscene, threatening, inciting to violence, abusive, defamatory, infringing of intellectual property rights, invasive of privacy, containing graphic or gratuitous violence, or otherwise objectionable to others;
- (vi) harass, threaten, embarrass, cause distress or discomfort to another individual or entity or impersonate any other person or entity or otherwise restrict or inhibit the use or enjoyment of the Platform;
- (vii) take any action that causes a disproportionately large load on our Platform, unless expressly permitted by D-Side SA;
- (viii) publish or transmit any misleading content.
- (ix) communicate any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships, or otherwise infringe or violate the rights of any other person;
- (x) encourage the participation or promotion of any unsolicited content, pyramid schemes, surveys, chain letters or spam, or unsolicited email through the Platform;

(xi) post or transmit hyperlinks to other websites that violate these Terms;

(xii) facilitate or encourage any violation of these Terms.

3.2 If for any reason your account, or any part thereof, is suspended, banned, restricted, blocked, terminated or otherwise disabled by Let's Connect, you agree to comply with such decision. You may not create another account with the intent to circumvent these limitations or attempt to circumvent the limitations imposed on your account without our permission. Any effort to circumvent these limitations may result in the termination of all current and future accounts you register.

4. Intellectual Property

(A) Proprietary Rights

4.1 The copyright and all intellectual property rights in the Platform are owned by D-Side SA or are used with appropriate permissions. This includes the design, all rights to the database, trademarks, text, graphics, code, files and links, service marks, and the selection and configuration of these marks. All rights are reserved. Nothing in this Agreement shall be understood or intended to transfer any such intellectual property rights to you or any other third party.

4.2 Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and the Software. Except as expressly authorized in this Agreement, you may not:

- copy, modify, or create derivative works based on the Platform or the Software ;
- distribute, transfer, sublicense, lease, loan or rent the Platform or Software to any third party;
- reverse engineer, decompile or disassemble the Platform or the Software; or
- make the functionality of the platform or software available to multiple users by any means.

(B) Notification of Infringement

4.3 If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have been violated, please provide the following information to the Site's copyright agent:

- 1) An electronic or physical signature of the person authorized to act on behalf of the copyright owner or other intellectual property interest;
- 2) A description of the copyrighted work or other intellectual property that you claim has been infringed; and
- 3) A description of where the material that you claim has infringed is located on the Site or Application
- 4) Your name, address, telephone number, and email address;
- 5) A signed statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6) A statement by you, made under penalty of perjury, that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf

4.4 For all copyright matters, you may contact us at support@letsconnect.store.

(C) Third Party Content

4.5 Some content on the Platform, such as advertisements, may be provided by third parties. We are not responsible for such content, nor do we monitor or control the content provided by third parties.

(D) Confidential Information

4.6 During the term of this Agreement, Users may be required to provide or volunteer certain confidential information to D-Side SA and D-Side SA may disclose certain confidential information to Users. With respect to such information, both parties hereby agree (i) to keep the Confidential Information strictly confidential, (ii) to take all reasonable steps to protect the trustworthiness of the Confidential Information, (iii) not to disclose, or otherwise make available, any Confidential Information. (iv) to use Confidential Information only for its intended purpose, (v) to return all Confidential Information and any copies, excerpts or derivative works of Confidential Information obtained upon written request or upon termination of the Agreement, and to destroy or erase all remaining copies of Confidential Information, regardless of the form or medium on which the Confidential Information is stored.

(E) Apple and Android Devices

4.7 The following terms apply when you use applications obtained from the Apple Store or Google Play (each an "application distributor"):

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device using the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules described in the relevant application distributor's terms of use ;

(2) we are responsible for providing any maintenance and support services relating to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as required by law, and you acknowledge that no application distributor has any obligation to provide maintenance and support services relating to the mobile application;

(3) in the event that the Mobile Application does not comply with the applicable warranty, you may notify the applicable Application Distributor, which may, in accordance with its terms and policies, refund the purchase price, if any, paid for the Mobile Application, and to the maximum extent permitted by applicable law, the Application Distributor shall have no further warranty obligations with respect to the Mobile Application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "state sponsor of terrorism" and (ii) you are not listed on any U.S. government list of banned or restricted parties;

(5) you must comply with any applicable terms of agreement with third parties when using the Mobile Application, for example, if you have a VoIP application, you must not violate their wireless data service agreement when using the Mobile Application; and

(6) you acknowledge and agree that the Application Distributors are third party beneficiaries of the terms and conditions of this Mobile Application license contained in these Terms of Use, and that each Application Distributor shall have the right (and shall be deemed to have accepted the right) to enforce the terms and conditions of this Mobile Application license contained in these Terms of Use against you as a third party beneficiary.

5. Third Party Services

5.1 The Services may be made available or accessible in connection with third party services and content (including advertising) that D-Side SA does not control. We may also provide you with links to third parties. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. D-Side SA does not endorse such third party services and content and is not responsible for the products or services of such third party providers.

5.2 Users understand and agree that use of the Application is tied to certain third party expenses, such as internet providers and mobile devices, which are not the responsibility of Let's Connect unless otherwise agreed in writing.

6. Indemnity

6.1 You will indemnify and hold harmless D-Side SA, and its employees and affiliates, from and against any and all claims, disputes, demands, liabilities, damages, losses, costs and expenses, including without limitation reasonable legal and accounting fees in any way related to your access to or use of the Site and our Services, the Content you provide, or your violation of these Terms.

7. Limitation of liability

7.1 You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problem or dissatisfaction with the D-Side SA service is to discontinue using the services.

7.2 To the maximum extent permitted by law, D-Side SA, its employees, officers, agents, affiliates, successors, suppliers, applicants or licensors shall not be liable for any indirect, special, incidental, punitive or consequential damages. Any loss of profits or revenue, whether incurred directly or indirectly, loss of data, use, goodwill or other intangible losses, resulting from your access or use of or inability to access or use the platform, third party applications or third party application content including without limitation any offensive or illegal conduct of other users of the platform, without observance of any legal theory, even if D-Side SA has been advised of the possibility of such damages and even if any remedy fails of its essential purpose.

7.3 D-Side SA, its employees, agents and directors do not accept any liability and you hereby agree to release us from any liability arising (directly or indirectly) from information provided via the Platform, or from any errors or omissions in information on the Platform. D-Side SA is not responsible for any losses (direct or indirect) caused by your actions or decisions due to your reliance on the information provided to you through the Site, nor by the delay, malfunction of the operation or availability of the Platform.

8. Changes

8.1 D-Side SA may make changes or replace our terms of use agreement at any time. We will post such changes, replacements and updates on the platform and such change, replacement and update to our terms of use agreement will be effective immediately upon posting. You agree to keep up to date with the latest published terms of service agreement and you accept and are bound by any such change, replacement and update if you access or use our service after we post the updated terms of service agreement.

9. Applicable Law and Choice of Forum

9.1 This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of laws provisions, as they apply to contracts entered into and to be performed in Belgium by Belgian residents. You agree that if you have a dispute with D-Side SA, you will contact us to resolve it through negotiation and mutual understanding. If a solution cannot be found through negotiations, you hereby agree and submit to the exclusive jurisdiction of the official courts in Belgium.

10. Final provisions

10.1 Advertising. All press releases, public announcements and public disclosures by User regarding this Agreement or its subject matter, including promotional or marketing materials, must be coordinated and approved by D-Side SA and User prior to publication. D-Side SA will not display User's logo, trademarks or other information on the Site or any other marketing materials without User's prior written consent. The user may publish the Let's Connect logo to the extent necessary to identify the user as a Let's Connect customer. D-Side SA may request User to remove the Let's Connect logos from its respective websites, and Users agree to comply immediately upon receipt of such request.

10.2 Assignment. Each party may assign or transfer its rights or obligations under this Agreement only with the prior written consent of the other party (such consent not to be unreasonably withheld).

10.3 Entire Agreement. The terms of this Agreement constitute the entire agreement between the parties with respect to its subject matter. They supersede and replace all prior understandings, agreements or arrangements between the parties, whether oral or written, regarding the same. Neither party shall have any remedy with respect to any misrepresentation made by the other upon which such party relied in entering into this Agreement (unless such misrepresentation was made fraudulently) and such party's sole remedies shall be as follows: Agreement.

10.4 Separation. If any part of these Terms is held to be invalid, illegal or unenforceable in any respect, it shall not affect the validity or enforceability of the remainder of the Terms.

10.5 Headings. The section headings in the Terms and Conditions are for convenience only and have no legal or contractual effect.

10.6 Force Majeure. For purposes of this Agreement, force majeure means any event occurring beyond the reasonable control of the affected party (including any labor dispute affecting a third party, government regulation, fire, flood, natural disaster, riot or civil war). A party that becomes

aware of an event of force majeure that results or is likely to result in a failure or delay in the performance of its obligations under this Agreement shall immediately notify the other party and inform it of the estimated period of notice for which such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effects of the force majeure event.

10.7 Waiver. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

10.8 Language. These Terms may be available in multiple languages, but the English version shall be considered the authentic and official version.