

Terms and conditions

These StarApps BV Terms and Conditions (referred to as the "Terms and Conditions") inform our Users as identified on an order form or through online subscription (each a "User") of the terms and conditions under which the User and its respective authorised users (each a "User") may access and use the computer or mobile application or other platform developed by StarApps in its current or future executable code form (collectively referred to as the "Platform") and through which StarApps provides its services (collectively referred to as the "Services").

The Terms and Conditions should be read together with our Privacy Statement in which it is explained which personal data StarApps collects from and about the Users or other persons through the use of the Services. The Terms and Conditions and the Privacy Statement, both including all documents referred to therein, form a binding agreement between the Users and StarApps, and are collectively referred to as the "Terms".

In an attempt to structure these Terms and Conditions, they are subdivided as follows:

- Part A: General information
- Part B: Conditions relating to the use of the Platform
- Part C: Commercial conditions
- Part D: Important other legal provisions

Part A: General information

1. Who are we and how can you contact us?

- 1.1. The Platform is operated by StarApps BV with address at Dok-Noord 4d/101, 9000 Ghent, Belgium and with company / VAT number (BE)0758840403 (referred to as "StarApps", "we", "us", "our" or any similar expression).
- 1.2. The User can contact StarApps by e-mail at info@starapps.com or via the account manager. For questions specifically about privacy, the User can also mail StarApps at info@starapps.com.

2. Applicability of the Terms

- 2.1. The User should read the Terms carefully and ensure to understand them before using the Platform and our Services. The Terms contain important clauses. In the event that the User does not understand or agree with the Terms, he or she should refrain from further accessing or using our Platform and/or Services and contact us at the above contact details.
- 2.2. By using the Platform and/or the Services, the User confirms to have read, understood and accepted the Terms. On some occasions, the User / User will also be asked to explicitly accept the Terms. In doing so, the User and/or User expressly agrees that checking a box counts as an informed, specific, free and full consent such as a signature to agree to the contractual documents.
- 2.3. It is possible to print out a copy of the Terms to keep in a personal file, but it is also possible to view the Terms online at all times.
- 2.4. Please also note that the Terms are also fully applicable mutatis mutandis to any use of the Platform and Services in a freemium / free usage model.

3. Contract

- 3.1. The Terms together with any other written document entered into between StarApps and the User is referred to as the "Contract".
- 3.2. During the process of subscribing to our the Platform and our Services, it is possible to correct any input errors made during the ordering process.
- 3.3. It is the User's obligation, for which it accepts full responsibility, to ensure that all information provided during the ordering process is true, complete and accurate. Any errors or changes must be notified to StarApps as soon as possible, in which case StarApps reserves the right to cancel the Contract.

4. Registration

- 4.1. Prior to using the Platform, the User will be asked to register by providing certain details. This is necessary for StarApps to create a user account and to allow the User to access the Platform. For each individual User, a user account must be created and this account may only be linked to one individual. If this requirement is circumvented in any way, StarApps may terminate the Contract with the User.
- 4.2. During registration, the User shall be asked to provide certain information and to accept these Terms. The User hereby accepts to fully comply with all applicable terms, including (but without limitation) in relation to the use of the Platform, protection of intellectual property, processing of data, and other provisions applicable to the Users as set out herein. StarApps may lawfully rely on the information provided by the User and the User warrants and guarantees that all information shall be complete, accurate and up to date.
- 4.3. After registration, StarApps will send to the User a registration confirmation email with relevant details.

5. User's license on the Platform

- 5.1. After registration in accordance with clause 4, the User will be able to access the Platform and make use of the Services. To this end StarApps grants the User and its Users, subject at all times to their full compliance with all provisions of the Contact, a non-exclusive, non-transferable, non assignable, royalty-free and worldwide license to access and use the Platform and the Services for the duration of the Contract. The Users may only access and use the Platform for its internal business purposes, all subject to the terms and conditions of the Contract.
- 5.2. The User is responsible for taking all technical and other measures to correctly access and use the Platform. The User shall comply with any user guidelines that may be issued from time to time by StarApps.
- 5.3. The Platform is offered in English, as is the communication with the User and its Users. The User warrants and guarantees that it and its Users have a sufficient understanding of English.
- 5.4. In case the User or any of its Users would become aware of any unauthorized form of use of the Platform and/or the Services under the Contract with or via accounts of the Users, the User will promptly notify StarApps via the designated account manager as to minimize the impact on the Platform, the Services and StarApps.
- 5.5. Considering the nature of Internet related services, the User acknowledges that it is not possible for StarApps to guarantee that the Platform, the Services, or any of its functionalities, will be free from errors or defects at all times. If any such errors or defects would arise, the User agrees to notify StarApps thereof as soon as possible and StarApps shall then make all reasonable efforts to remove or resolve the error or defect as soon as reasonably possible.

6. Interacting with the Platform

- 6.1. Users may in some instances upload and share information to and via the Platform ("Own Content"). Uploading Own Content to the Platform is subject to the following:
 - The User is solely responsible for Own Content it provides on the Platform. StarApps does not undertake any obligation to verify or filter Own Content, but it does reserve the right (without

obligation) to make random checks. The User fully indemnifies StarApps for any claims made against StarApps based on, and all costs, Damages and liabilities arising from, the Own Content and the uploading and sharing thereof via the Platform;

- In all cases, StarApps expects the User to comply with the applicable laws and regulations when posting Own Content and, therefore, not to post any Own Content which is, for example (but without being exhaustive), illegal, contrary to good morals or decency, misleading, defamatory, untruthful or otherwise unfair, which violates the confidential nature of the information (such as trade secrets, protected information, etc.), which violates the rights of third parties (e.g. intellectual property rights), etc.;
- If StarApps believes that certain Own Content violates these Terms or applicable law, StarApps reserves the right to remove such content, as well as to take action against the person(s) involved (including filing a complaint with the appropriate authorities);
- The User must ensure that Own Content posted is free of errors, viruses, worms, Trojan horses, robot, spider, data scraping, or extraction tool or similar mechanism or other harmful content;
- The User guarantees that StarApps may process and publish Own Content in the framework of the provision of the Platform and the Services.

7. How (not) to use the Platform

7.1. The User and its Users may only use the Platform and Services for lawful and authorised internal business purposes. They may not use the Platform (or allow or cause it be used):

- in violation of applicable laws and regulations;
- in an unlawful or fraudulent manner;
- with the aim of harming or attempting to harm other legal or natural persons and entities or our company in any way;
- to probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or to breach the security or authentication measures on the Platform;
- to take any action that would cause an unreasonable or disproportionate burden on the infrastructure of the Platform, Services or our systems or networks;
- to interfere with the proper functioning or functions of the Platform;
- to frame, distribute, resell, lease or otherwise put at the disposal the Platform to any third party other than as explicitly required for the execution of the Contract;
- for the purpose of knowingly transmitting data, sending or uploading material containing viruses, Trojan horses, worms, time-bombs, spyware, cancelbots, adware or other malicious programmes or similar computer code designed to impair the operation of any computer software or hardware;
- to transfer to the Platform or otherwise use on the Platform any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications.

8. The User also agrees to (and guarantees that its Users adhere to the same):

- not reproduce, duplicate, copy, create derivative works from, use for reverse engineering purposes or otherwise use any part of our Platform in violation of the provisions of the Terms;
- not access and/or use the Platform to build or maintain a product or service that competes with the Platform or the Services;
- not to use any manual or automatic device or process to retrieve, index, data mine or screen scrape the information on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Services offered through the Platform;
- not gain unauthorised access to, interfere with, disrupt or damage any part or component of our Platform, any equipment or network on which our Platform is stored or through which it is made available, or any software used in the provision of our Platform.

9. Operational provisions

- 9.1. The Platform and Services shall be offered to the Users on an “as is” basis without StarApps having provided specific guarantees other than those as set out in the Contract. All obligations of StarApps are considered obligations of means, not obligations of result. Whilst StarApps makes reasonable efforts to make and keep the Platform and Services available to the User, StarApps does not warrant or guarantee that the Platform and Services (including the connection to the User Data Source) will be accessible at all times or that access will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by User from StarApps or through the Services shall create any warranty not expressly stated in this Contract. StarApps does not accept liability if the Platform or Services, or parts thereof, are temporarily unavailable or restricted for any reason.
 - 9.2. Through the Platform, the User may view, access or receive information. This information is based on information contained in a User Data Source over which StarApps has no control. StarApps only facilitates access to this information via the Platform. Therefore, the User agrees that StarApps does not provide any guarantee that such information received through the Platform and use of the Services is complete, correct, and up-to-date. The information received through the Platform is therefore provided on an “as is” basis. StarApps does not guarantee the reliability, accuracy, completeness or suitability for a particular purpose of this information. It is the User’s own responsibility to rely on such information.
StarApps expressly disclaims all warranties, whether express or implied for the use of the Platform or Services, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.
 - 9.3. It is the User’s sole responsibility to ensure sufficient measures have been taken to secure and monitor its own network and IT infrastructure. StarApps shall not be liable for any security incidents at the User’s end. Nor shall StarApps be liable for any loss or damage caused by any form of malware (virus, DDOS attack, or other technologically harmful material) that may infect the User’s (or its Users’) computer equipment, computer programs, data or other material due to the User’s (or its Users’) use of the Platform and Services. Likewise, the User undertakes full responsibility for any third party service it uses, or it uses the Platform in connection with. User must ensure that all CDS Data it enters into the Platform is regularly and properly backed up by itself, by its own means. The User warrants it takes all appropriate measures including raising awareness and controlling the activities of Users to protect its information system against infection by viruses and unauthorized intrusion attempts.
 - 9.4. StarApps reserves the right to suspend the use of the Platform and/or access to the Services where deemed required but at all times acting reasonably. Such events include, without limitation, the establishment of a security or operational threat, and overload (or other) requests that jeopardise StarApps’s services. StarApps shall as soon as reasonably possible inform the User thereof.
 - 9.5. The parties hereto further agree that StarApps is not responsible for the User’s compliance requirements, and that the Platform and the Services, to the extent applicable, are only intermediary tools to assist the User in meeting the various compliance requirements for which the User is solely responsible.
10. Intellectual Property Rights
- 10.1. StarApps is the owner or the licensee of all intellectual and/or industrial property rights contained in the Platform and Services (including trademarks) and the underlying programming language, databases, connectors, hosting infrastructures, application programming interfaces, data, analysis, reports developed by StarApps in their current versions or improved and later versions. This protection also includes trademarks, copyrights and database rights (where and when applicable).
 - 10.2. The User nor its Users (nor any third party) shall copy, imitate or create the Platform and the Services in whole or part. The User nor the User nor any third party shall translate, analyse, modify, adapt, improve, extend, decompile, disassemble or otherwise perform any reverse engineering or attempt to derive the source code of the Platform or Services in any way whatsoever or use the

Platform in whole or in part to provide it as a service, nor shall they use the Platform or Services outside the license scope as set forth in clause 6 above.

- 10.3. The User nor its Users shall acquire any rights to our (intellectual) property other than the limited rights of use that are expressly provided for in these Terms. The User and its Users shall also refrain from taking any action that might damage, limit or affect the rights of StarApps.
- 10.4. StarApps may further use and commercially exploit any suggestions, feedback or know-how received from the User or its Users when offering its Platform and/or Services; these do not constitute any intellectual property rights on behalf of the User or its Users. StarApps is not liable for any compensation in that event.
- 10.5. The User is required to promptly notify StarApps via the account manager of any known or suspected cases of forgery related to the Platform or the intellectual and/or industrial and/or any other property rights related thereto, as well as any claims or accusations that the Platform or the Services would violate the rights of a third party.
- 10.6. The User owns and continues to own its CDS Data, it being understood that StarApps shall own any data produced by it as a result of processing CDS Data in the context of delivering the Services (referred to as "StarApps Production Data") as well as any usage data relating to the User's (and its Users') use of the Platform and the Services (referred to as "Platform Usage Data"). The User grants StarApps a non-exclusive, non-transferable, non-assignable, royalty-free, and worldwide license to access and use the CDS Data for the term of the Contract, for the sole purpose of the provision of the Platform and the Services, and subject to the terms and conditions of the Contract.

11. IP indemnity

- 11.1. The party infringing the intellectual property rights of the other party (the "Infringing Party") agrees to indemnify the party whose intellectual property rights are infringed (the "Infringed Party"), in full and on demand and keep the Infringed Party indemnified against all claims, demands, actions, proceedings and all direct damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings).
- 11.2. Subject always to the User's proper observance of its obligations under the Contract, StarApps shall, subject to clause 11.5 indemnify the User against all Damages awarded by court against the User in relation to any third party claim that the User's use of the Platform (or any part thereof), constitutes infringement of any intellectual property rights owned by a third party on the condition that the User shall: (a) promptly notify StarApps in writing of any infringement or allegation of infringement; (b) allow StarApps to conduct all negotiations and proceedings, defences and give StarApps all reasonable assistance as requested by StarApps; and (c) make no admission relating to the infringement or alleged infringement.
- 11.3. If at any time an allegation of infringement of intellectual property rights is made, StarApps may, at its own expense and sole option: (a) procure for the User the right to continue using the Platform (or relevant part of the Services); or (b) replace or modify the Platform and/or Services to make them non-infringing without substantially affecting the functionality of the same; or (c) take such action as StarApps shall reasonably deem appropriate to avoid or settle any such infringement or alleged infringement; or (d) refund to the User the appropriate portion of the fees for the term during which the Platform and/or Services can no longer be used and which has been paid by the User, and the Contract (or relevant part thereof) shall automatically terminate upon transmission or dispatch by StarApps of that part of the fees.
- 11.4. If StarApps elects to modify the Platform under clause 11.3(b) or to procure a licence in accordance with clause 11.3(a) and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, or if StarApps has otherwise avoided or settled the claim, demand or action for infringement or alleged infringement in accordance with clause 11.3(c), or if StarApps has refunded the relevant part of the fees to the User in accordance with clause 11.3(d), then StarApps shall have no further liability thereafter in respect of the said claim, demand or action.

- 11.5. 11.5. StarApps shall have no liability for any claim of infringement resulting from: (a) any modifications or alterations to the Platform and/or Services not made by StarApps; (b) any information, design, specification, instruction, software, data or material not furnished by StarApps; (c) to the extent allowed under the terms of this Contract, combining the Platform / Services with other hardware and/or software which has not been directed or pre-approved in writing by StarApps; (d) use of the Platform or any part thereof other than as directed or approved by StarApps in writing or otherwise in any manner not permitted by this Contract; (e) any breach of contract or any negligent, wilful or fraudulent act or omission by the User or its Users.
- 11.6. 11.6. The foregoing provisions of this clause 11 state the entire liability of StarApps with regard to any infringement or alleged infringement of any intellectual property rights arising from the User's (or its Users') use of the Platform.
- 11.7. 11.7. The User will indemnify and hold StarApps harmless against any claim (a) arising from or related to the use of the Platform or a Service by the User or its Users in breach of the Contract; or (b) brought by a third party against StarApps because of StarApps's use or possession of CDS Data, alleging that such use or possession infringes or misappropriates a third party's rights or intellectual property rights, provided that (i) StarApps promptly notifies the User of the threat or notice of such claim; (ii) the User has sole and exclusive control and authority to select its attorneys, and defend and/or settle any such claim provided, however, that the User will not settle or compromise any claim that results in liability or admission of liability by StarApps without prior written consent; and (iii) StarApps fully cooperates in connection therewith.
12. Confidentiality
- 12.1. Confidential information includes all information that is shared in execution of this Contract, with the exception of information that is publicly available.
- 12.2. Unless specifically allowed in the Contract (including as a result of providing and using the Services), all parties to the Contract are prohibited from sharing copying, distributing, transferring or otherwise providing confidential information to any individual or entity without obtaining prior written consent from the other party concerned.
- 12.3. Notwithstanding the previous, the parties to this Contract may disclose confidential information if it is necessary to comply with the applicable laws or to their professional advisors who are bound by professional rules on secrecy.
13. Fees and Payment
- 13.1. When taking out a paying subscription to our Services, the User will be asked to provide payment and billing details. The User ensures these details are complete, correct and up to date.
- 13.2. Applicable pricing and payment modalities are depicted on StarApps's pricing page information or as otherwise agreed between the parties.
14. Term and Termination
- 14.1. Term
- The Contract takes effect as from the date stated in the order form concluded between the parties or, in lack thereof, as from the subscription made by the User, and is entered into for a subscription period as set out therein (or in absence thereof, the Contract is entered into for an initial period of one (1) month).
 - At the end of the subscription period agreed between the parties to the Contract, the subscription will be automatically renewed for the same period and at the same conditions unless the Contract is terminated by either party in writing at least one (1) month prior to the lapse of the then-current term. Such termination shall be done via mail to info@starapps.com.
- 14.2. Termination
- StarApps reserves the right to deny the Users, wholly or partly, access to the Platform and the Services at any time and with immediate effect in the event of breach of the Terms (including non-payment of the applicable fees). This is without prejudice to StarApps's right to claim any additional compensation for Damages.
 - The User may also terminate the Contract in case of StarApps's breach of the Contract.

- In both cases, the parties hereto will inform the other party of the breach, and request that party (in the event remedy is still possible) to remedy the breach within a term of five (5) calendar days.
 - StarApps reserves the right to terminate the Contract if the User becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, to the extent permitted by applicable laws.
- 14.3. Effect of termination
- Upon termination of the Contract all rights and licenses of the User will be terminated and the User shall immediately cease the use of all Services as well as the Platform.
 - No refund, either in full or in part, of any fees already paid by the User will be made, unless termination would be due to a breach of the Contract by StarApps (in which case a pro rata part of the fees shall be refunded to the User).
 - Any expiration or termination for any reason whatsoever of this Contract will not affect the rights, remedies or responsibilities of each party hereto and which are intended to survive the expiration or termination of this Contract for any reason whatsoever.
15. Data processing: please refer to our Privacy Statement.
16. Representations and warranties
- 16.1. Each party hereto represents that it has validly entered into this Contract and has the legal power to do so.
17. Risk allocation
- 17.1. To the fullest extent permitted by law and in view of the specific nature of the Platform and the Services, StarApps excludes liability for any Damages, costs or any other loss arising out of or in connection with the use of the Platform and/or the Services. However, nothing in the Terms excludes or limits liability for StarApps where such exclusion or limitation is not permitted by applicable law, including in the case of StarApps's wilful misconduct.
- 17.2. In no event shall StarApps be liable to the Users for any indirect or consequential loss or damage including (without limitation) loss of opportunity, loss of data, loss of business, loss of production, business interruption, increase in debts and inability to realise anticipated profits.
- 17.3. In any event, StarApps's full and aggregate liability (i.e. not per claim) for those events attributable to StarApps pursuant to these Terms, under the Contract and applicable law is limited to the fees paid by the User to StarApps in the year in which the harmful event occurs (or in case of harmful events spread over several years, the first year thereof).
- 17.4. On the other hand, the User shall indemnify StarApps against all costs, losses and damages resulting from any claim made by a third party against StarApps due to the User's (or its User's) use of our the Platform or our Services in violation of the Terms and which would allegedly cause damage to the third party in question. The User shall also indemnify StarApps for all costs, losses and damages resulting from the User's use of the Platform and/or Services in breach of the Contract.
18. Entire agreement
- 18.1. The rights and obligations of the parties hereto shall be as set forth in the Contract (and all of its constitutive parts) which constitutes the entire agreement between the parties hereto and replaces all prior agreement, oral or written, and all other discussions and communications between such parties relating to the subject matter of this Contract.
19. Anti-corruption
- 19.1. The User agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of StarApps's employees or agents in connection with the Contract. If the User learns of any violation of the above restriction, the User will use reasonable efforts to promptly give written notice to StarApps.
20. Binding force and waiver of right

- 20.1. If one or more provisions (or part of a provision) of the Terms should be held invalid or unenforceable by a final decision of a competent court, the remaining provisions shall retain their binding force and scope without modification. The parties shall then replace the invalid or unenforceable provision (or part thereof) with a new provision that embodies as closely as possible, and to the extent permitted by law, the original intention of the provision declared invalid or unenforceable.
 - 20.2. The failure of either party to exercise any right in whole or in part shall not be construed as a waiver of that right. Any waiver requires an express confirmation by the waiving party that such right has been waived.
 - 20.3. The rights as provided for in the Terms are cumulative, i.e. a reliance on one right does not exclude the application of the other right.
21. Amendments to the Terms and the Platform
 - 21.1. StarApps reserves the right to change the Terms in a non-material way at any time without prior notice. The User can always consult the last revision date of the Terms at the end of the document concerned. By continuing to use the Platform with modified Terms, the Users agree to be bound by those modified Terms. If the User does not agree, it must refrain from using the Platform after the entry into force of the amended Terms.
 - 21.2. In any event, StarApps strongly recommends that the User consult the Terms from time to time.
 - 21.3. In order to offer new services and functionalities, improve or modify the Platform services and/or respond to changes in regulations or commercial needs, StarApps reserves the right at any time, without prior notice, to modify all or part of the Platform or Services and to change, replace with other functionalities or discontinue certain of its functionalities. Given the SaaS nature of the Platform and the Services, the User accepts that this is an essential right of StarApps. The User will not be entitled to any compensation in this case, but StarApps will endeavour to preserve the basic functionality of the Platform and Services.
22. Independence of the parties
 - 22.1. StarApps and the User act as independent contractors, on their own behalf and for their own account. Nothing in this Contract shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties hereto.
23. Transfer
 - 23.1. StarApps is entitled to transfer the agreements with its Users (including the Terms and the Contract) at any time in the event of a reorganisation and/or restructuring of its business of whatever kind (e.g. but not limited to an event of an acquisition, demerger, merger, split-off, financial investment, etc.). StarApps does not require the consent of the User for any such activities, but will inform the User of this nonetheless reasonably after such event has taken place.
24. Force Majeure
 - 24.1. Neither party hereto will be held liable if the execution of the Contract is delayed or prevented due to force majeure, as commonly interpreted under Belgian law. In addition to this, the parties agree to specifically include under such events of force majeure (without limitation), any war (including cyber warfare), pandemic, partial or total strike, fire, flood, earthquake, volcanic eruption, severe weather, partial or total disruption or unavailability of electronic, electric or technology communications networks, internet failures, and delays or malfunctions of third party suppliers.
25. Interpretation
 - 25.1. The subdivisions of the Terms into various headings and sub-titles have only been added for the convenience of the reader. Such subdivisions cannot be used for the interpretation of the relevant clauses or parts thereof.
26. Notices

- 26.1. StarApps may send all written notifications under the Contract to the User and/or any of its Users. If the User would require otherwise (e.g. by appointing a single point of contact), it shall inform StarApps of the same.
27. Subcontracting
- 27.1. StarApps has the right to subcontract any part of the execution of the Contract to third parties, including to any affiliated entities. Given the nature of the Services provided, the User accepts and agrees that this is an essential condition of the Contract in order to allow StarApps to offer the Platform and the Services.
28. Applicable law and competent court 12
- 28.1. Belgian law shall apply to the Contract and all its constitutive parts (including the Terms), with exception of the rules of (international) referral rules as set out in Belgian private international law.
- 28.2. All disputes related to the use of the Platform and Services and the Contract and the interpretation and performance thereof fall within the exclusive jurisdiction of the competent courts of the judicial district of East Flanders, Ghent division, Belgium.