

TERMS AND CONDITIONS

Last updated: 18 September 2017

1. Contractual Relationship

These Terms of Use ("Terms") govern the access or use by you, an individual, of applications, content, products, and services ("Services") made available by Faver BVBA, a private limited liability company established in Belgium, having its offices at Bossuitstraat 134, 1750 Sint-Martens-Lennik, Belgium, registered at the Crossroads Bank for Enterprises under number 0667994359 ("Faver").

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Faver. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Faver may immediately terminate the Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Faver may amend the Terms. Amendments will be effective 7 days after Faver's posting of such updated Terms at this location or the amended policies on the applicable Service, of which you will be informed. Your continued access or use of the Services 7 days after this posting constitutes your consent to be bound by the Terms, as amended. If you do not agree with the amended terms, our relationship ceases to exist and you should no longer use our Services. Our collection and use of personal information in connection with the Services is as provided in Faver's Privacy and Cookie Policy.

2. The Services

The Services constitute a technology platform that enables users of Faver's mobile applications provided as part of the Services (each, an "Application") to request and to provide location-based services. The users providing such services are considered as independent third party providers ("Third Party Providers"). Unless otherwise agreed by Faver in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. You acknowledge that Faver does not provide location-based services itself and that these services are provided by independent third party contractors who are not employed by Faver or any of its affiliates.

License.

Subject to your compliance with these Terms, Faver grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Faver and Faver's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Faver; (iii) decompile, reverse

engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Faver does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Faver does not endorse such third party services and content and in no event shall Faver be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc. or Google, Inc and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS or Android -powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain Faver's property or the property of Faver's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Faver's company names, logos, product and service names, trademarks or services marks or those of Faver's licensors.

3. Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Faver certain personal information, such as an e-mail address or your Facebook-account and age. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Faver in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Services from Third Party Providers unless they are under your supervision. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Promotional Codes.

Faver may, in Faver's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Faver establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Faver; (iii) may be disabled by Faver at any time for any reason without liability to Faver; (iv) may only be used pursuant to the specific terms that Faver establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Faver reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Faver determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content for Research Purposes.

In accordance with art. XI.191/1, §1, 3° of the Belgian Economic Code ("Wetboek Economisch Recht"/"Code de droit économique") you can make reproductions of lawfully divulged copyrighted works, sheet music excluded, for research purposes (e.g. for students, researchers). This is only permitted within the Belgian jurisdiction. The following conditions have to be respected: there cannot be a for-profit objective, the normal exploitation of the work cannot be harmed and - if possible - the source and the name of the author should be mentioned.

Other User Provided Content.

Faver may, in Faver's sole discretion, permit you to submit, upload, publish or otherwise make available to Faver through the Services other textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions, excluding personal data which is processed according to Faver's Privacy and Cookie Policy ("Other User Content"). Any Other User Content provided by you remains your property. However, by providing Other User Content to Faver, you grant Faver a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Other User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Faver's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all Other User Content or you have all rights, licenses, consents and releases necessary to grant Faver the license to the Other User Content as set forth above; and (ii) neither the Other User Content nor your submission, uploading, publishing or otherwise making available of such Other User Content nor Faver's use of the Other User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide Other User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Faver under Content Standards in its Terms of Website Use (see www.faverit.org), whether or not such material may

be protected by law. Faver may review, monitor, or remove User Content incompatible with the abovementioned standards. You will be notified in case of removal.

In case of violation of your abovementioned representations and warranties, we may cease your use of the Services.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Faver does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Disclaimers; Limitation of Liability; Indemnity.

Disclaimer.

The services are provided "as is" and "as available." Faver's services only relate to the offering of a platform between the users. They concern an obligation of means, and can be ceased on Faver's initiative.

Faver does not guarantee the quality, suitability, safety or ability of third party providers. The relationship between you and the third party provider depends on your contractual arrangements.

Limitation of liability.

Faver shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data or property damage related to, in connection with, or otherwise resulting from any use of the services. Faver shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any third party provider. Faver shall not be liable for delay or failure in performance resulting from causes beyond Faver's reasonable control. In no event shall Faver's total liability to you in connection with the services for all damages, losses and causes of action exceed one hundred euros (€100). The abovementioned limitations do not apply in case of death, personal injury or grave negligence, intent or deceit on our behalf.

Faver's services may be used by you to request and schedule location-based services with third party providers, but you agree that Faver has no responsibility or liability to you related to any location-based services provided to you by third party providers other than as expressly set forth in these terms.

The limitations and disclaimer in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

Indemnity.

You agree to indemnify and hold Faver and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Faver's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

5. Jurisdiction and Applicable Law

The Dutch speaking courts of Brussels (Belgium) have jurisdiction over any claim arising from, or related to, these Terms.

Belgian law may apply to any dispute or claim arising out of these Terms or in connection with them or their subject matter or formation (including non-contractual disputes or claims).

6. Other Provisions

Notice

Faver may give notice by means of a general notice on the Services or electronic mail to your email address in your Account. You may give notice to Faver by written communication to Faver's address at Bossuitstraat 134, 1750 Sint-Martens-Lennik, Belgium or via electronic e-mail to legal@faverit.org.

Claims of Copyright Infringement.

Claims of copyright infringement should be sent via e-mail to legal@faverit.org, or via mail to the following address: Faver BVBA - Legal Department, Bossuitstraat 134, 1750 Sint-Martens-Lennik, Belgium.

General.

You may not assign or transfer these Terms in whole or in part without Faver's prior written approval. You give your approval to Faver for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Faver's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Faver or any Third Party Provider as a result of the contract between you and Faver or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."