

TERMS AND CONDITIONS

These are the general terms and conditions (“Terms and Conditions”) of TangibleXR B.V. (hereinafter referred to as “TangibleXR”, “we,” “us” or “our”), a company with address Abeelstraat 37, Dordrecht. TangibleXR is registered with the Chamber of Commerce under number 78664721. By using or visiting the (mobile) applications, websites or other services of TangibleXR (hereinafter jointly referred to as the “Service”) you agree that you are bound by these General Terms and Conditions. The Service is owned and operated by TangibleXR. These General Terms and Conditions relate to your rights and obligations. If you do not wish to be bound by these Terms and Conditions, please do not use or access the Service.

Registration and Account Security

1. You must be at least 13 years old to use the Service.
2. You are responsible for all activities that occur through your account. You agree that you will not sell, transfer or loan your account, username or other account-related rights. With the exception of individuals or companies expressly authorized to create accounts on behalf of their employees or clients, TangibleXR prohibits the creation of an account for anyone other than yourself.
3. You agree that all information you provide or have provided when creating an account is true, accurate, complete and current and you agree that you must update your account information to maintain its correctness and accuracy.
4. You agree that you will not use, collect or retrieve the login details of other TangibleXR users.
5. You will not attempt to restrict any other user from using the Service and you may not encourage or facilitate a violation of these Terms and Conditions or any other terms of TangibleXR.
6. You are responsible for keeping and keeping your password confidential.
7. You will not create an account through the Service in any unauthorized way, including without limitation, using any device, script, bot, spider, crawler or scraper.
8. You are solely responsible for your conduct and any data, text, files, information, usernames, images, photos, profiles, graphics, copyrighted works, links, and other content or materials (collectively, “User Content”) that you submit, post or display on or through the Service.
9. Violation of these Terms and Conditions may result in termination of your TangibleXR account. You understand and agree that TangibleXR cannot and will not bear any responsibility for User Content published through the Service, and that you use this Service at your own risk. If you violate the Terms and Conditions or pose a legal risk to TangibleXR, we are entitled to stop providing you with the Service in whole or in part and to close your account.

Safety

1. You must not send unsolicited emails, comments or other forms of commercial or harassing communication (spam) to users of TangibleXR.

2. You may not defame, stalk, bully, abuse, threaten, impersonate, discriminate, intimidate, or post any personal or confidential information through the Service.
3. You may not post violent, discriminatory, unlawful, infringing, hateful, pornographic or other sexually explicit User Content through the Service.
4. You may not use the Service for any illegal or unauthorized purpose. You agree to all laws, rules and regulations applicable to your use of the Service, including but not limited to copyright laws.
5. It is not permitted to hinder or disrupt the Service or the servers and/or networks connected to the Service, for example by sending worms, viruses, spyware, malware or other destructive or disruptive code. You may not inject content or code or otherwise modify or interfere with the way any TangibleXR page is displayed in a user's browser or device.
6. You may not alter, alter, modify or alter any other website so as to falsely imply that it is associated with the Service or TangibleXR.

Basic conditions

1. We reserve the right to modify or discontinue the Service or your access to the Service for any reason, without notice, at any time and without liability to you.
2. We reserve the right to waive the right to use a username for any reason.
3. Upon termination, all licenses and other rights granted to you under these Terms and Conditions will immediately terminate.
4. We reserve the right to deny access to the Service to any person at any time for any reason.
5. We have the right, but have no obligation, to remove, modify, block and/or monitor any User Content that we deem to be in violation of our Terms and Conditions. TangibleXR reserves the right to remove any User Content from the Service for any reason, without notice. Deleted User Content from the Service may be stored by TangibleXR to comply with certain legal obligations, but it may not be retrievable without a valid court order. TangibleXR recommends that you make backups of your User Content yourself. TangibleXR is not a backup service and you agree that you will not rely solely on the Service for such purposes as backup or storage space. TangibleXR will not be liable for any modification or suspension or discontinuance of the Service, or the loss of User Content. You acknowledge that the security of connections over the Internet can never be fully guaranteed and the transmission of User Content or other information may not be completely secure as a result.
6. You agree that TangibleXR is not responsible for any User Content posted on the Service and that TangibleXR should not be deemed to endorse or recommend such User Content. TangibleXR has no obligation to pre-check, monitor, edit or remove User Content. If your User Content violates the Terms and Conditions, you bear legal responsibility for it.
7. Unless otherwise described in the privacy policy or these Terms and Conditions of TangibleXR, you acknowledge and agree that User Content is not confidential information and is not proprietary and that we are not liable for the use or any disclosure of User Content. You acknowledge and agree that your relationship with TangibleXR is not confidential, fiduciary or any other form of special relationship, and that your decision

to provide User Content in relation to the Service is the same as disclosing such User Content to the public . No User Content will be subject to any obligation of confidentiality on the part of TangibleXR and TangibleXR will not be liable for any use or disclosure of User Content provided by you.

8. You agree that you are responsible for all data charges you incur by using the Service.
9. We prohibit "crawling", "scraping", "caching" or otherwise accessing the Service through automated means (except as a result of standard search engine protocols or technologies used by a search engine with the express permission of TangibleXR).

Intellectual property rights

1. TangibleXR hereby grants you a non-transferable license to use the Service.
2. You may not modify, create derivative works from, decompile or otherwise obtain the source code of the Service except as expressly permitted under an open source license or where we have given you express written permission. Any attempt to do so is a violation of TangibleXR's rights.
3. TangibleXR does not claim ownership of any User Content you post on or through the Service. Instead, you hereby grant TangibleXR a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to the User Content you post on or through the Service, in accordance with TangibleXR's privacy policy.
4. You represent and warrant that: (i) you own the User Content posted by you on or through the Service or otherwise own the rights and licenses set forth in these Terms and Conditions; (ii) posting and using your User Content on or through the Service does not violate or infringe the rights of any third party, including privacy rights, publicity rights, copyrights, trademarks and/or other intellectual property rights; (iii) you pay all royalties, fees and all other monies owed by you pursuant to the User Content you post on or through the Service; and (iv) you have the right and authority to enter into these Terms and Conditions.
5. The Service contains content owned or licensed by TangibleXR ("TangibleXR Content"). TangibleXR Content is protected by intellectual property rights, such as copyright and trademark rights. TangibleXR owns and retains all rights to the TangibleXR Content. You may not remove, modify, or obscure any copyright, trademark, or other intellectual property notice contained in or accompanying the TangibleXR Content. You may also not reproduce, modify, adapt, perform, display, publish, distribute, transmit, broadcast, sell, license or in any other way any TangibleXR Content. manner or make derivative works of it.
6. The TangibleXR name and logo are trademarks of TangibleXR, and may not be copied, imitated or used in whole or in part without the prior written permission of TangibleXR. In addition, all TangibleXR headlines, custom graphics, button icons, and scripts may not be copied, imitated, or used without the prior written permission of TangibleXR, service marks, trademarks, and/or logos.

Third parties

1. The Service or communication you receive from the Service may contain links to

(mobile) applications, websites or functions of third parties. The Service may also contain content from third parties that we do not approve or recommend. TangibleXR does not control web services or other content of these third parties. You expressly acknowledge and agree that TangibleXR is in no way responsible or liable for such third party services or features. We recommend that you read the terms and conditions and privacy policies of these third parties.

2. You may, at your sole discretion and risk, use applications that connect the Service or your profile on the Service with third-party services ("Applications"), after which such Applications may interact with, connect to, or collect information from and /or exchange with your profile on the Service. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share your information, you consent to information about your profile being shared on the Service; (ii) use of an Application may lead to personally identifiable information that may be disclosed, even if TangibleXR has not provided such information itself; and (iii) use of any Application is at your sole discretion and risk, and you indemnify the TangibleXR Parties (as defined below) for the activities related to the Applications.

Disclaimer of Warranties

1. The Service, including TangibleXR Content, is provided on an "as is", "as available" and "with all defects" basis. To the fullest extent permitted by law, neither TangibleXR nor its directors, employees, managers, officers, partners, affiliates or agents (collectively, the "TangibleXR Parties") makes any warranty or endorsement of any kind, express or implied, with respect to : (a) the Service; (b) the TangibleXR Content; (c) User Content; or (d) security in connection with the transmission of information to TangibleXR or through the Service. In addition, the TangibleXR Parties hereby disclaim all warranties, express and implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, title, customization, trade, quiet enjoyment, system integration, and absence of computer viruses.
2. The TangibleXR Parties do not warrant that the Service will function without error or interruption, that defects will be corrected or that the Service or the server that makes the Service available is free of harmful components, including, but not limited to, viruses. The TangibleXR Parties do not represent or warrant that the information (including instructions) on the Service is accurate, complete or useful.
3. You acknowledge that your use of the Service is entirely at your own risk. The TangibleXR Parties do not warrant that your use of the Service is permitted by law in any particular jurisdiction and expressly disclaim such warranties. Some jurisdictions limit or prohibit the exclusion of implied or other warranties, so the above disclaimer may not apply to you and the Terms and Conditions in your jurisdiction.
4. While it is TangibleXR's intention that the Service should be available as much as possible, there may be times when the Service may be interrupted due to maintenance work or upgrades, emergency repairs or breakdowns of telecommunications connections and/or equipment.
5. By using the Service, you represent and warrant that your activities are permitted by law in any jurisdiction where you use the Service.

6. The TangibleXR Parties have not approved the published content and disclaim any responsibility or liability to any natural or legal person for any loss, damage (whether actual, consequential, civil fines or other damages), injury, claims, liability or any other legal basis arising out of or in connection with any content.

Limitation of Liability

1. To the extent not prohibited by law, in no event shall the TangibleXR Parties be liable for any loss or damage of any kind (including, without limitation, for direct, indirect, economic, exemplary, special, punitive, incidental, consequential, or directly or indirectly related to):
 - a. the service;
 - b. the TangibleXR Content;
 - c. User Content;
 - d. your use of, inability to use, or performance of the Service;
 - e. any action taken in connection with an investigation by TangibleXR Parties or government agencies regarding your use, or any third party's use, of the Service.
 - f. any action taken in connection with copyright or other intellectual property owners;
 - g. any errors or omissions in the operation of the Service;
 - h. any damage to a user's computer, mobile device or other equipment, including damage resulting from a security breach or from viruses, programming errors, sabotage, fraud, errors, omissions, interruptions, defects, delay in operation or transmission, computer or network outages or any other (technical) failure, including, but not limited to, damages for lost profits, loss of goodwill, loss of data, work stoppages, inaccuracy of results or computer failure, even if foreseeable or even if the TangibleXR Parties notified or should have known of the possibility of such damages, whether arising in contract, negligence, strict liability or tort (whether or not in whole or in part as a result of negligence, force majeure, telecommunications failure or theft or destruction of the service).
2. In no event shall the TangibleXR Parties be liable to you or anyone else for loss, damage or injury, including, but not limited to, death or personal injury. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the TangibleXR Parties' total liability to you for all damages, losses or causes exceed the amount of EUR100.
3. You agree that in the event that you suffer any damage, loss or injury as a result of the acts or omissions of TangibleXR, such damages will not be irreparable and will not be sufficient to entitle you to seek injunctive relief from the operation of any website, service property, product or other content owned or controlled by the TangibleXR Parties and that you have no right to develop, manufacture, distribute, advertise, display or exploit any website-owned product, Prohibit or prohibit any service or other content owned or controlled by the TangibleXR Parties.
4. TangibleXR is not responsible for the actions, content, information or data of third parties and you indemnify us, our directors, officers, employees and agents from all claims and damages arising in any way from any claim against such third parties.

5. You agree that any claim you may have arising out of the relationship with TangibleXR must be filed within one year of the claim arising. Otherwise, your claim is time-barred.

Disclaimer

You agree (at the request of TangibleXR) to defend and hold harmless the TangibleXR Parties from and against all claims, liabilities, damages, losses, expenses including attorneys' fees arising out of or in any of the following (including as a result of of your direct activities on or through the Service or acting on your behalf):

- a. Your Content or your access to use the Service;
- b. Your violation or alleged violation of these Terms and Conditions;
- c. Your violation of any right of third parties, including any right of intellectual property, publicity, confidentiality, property or privacy right;
- d. Your violation of any laws, rules, regulations, codes, statutes, ordinances, or regulations of any governmental or quasi-government agency, including any regulatory, administrative, and legislative body; or
- e. A misrepresentation by you.

You will fully cooperate in the defense of any claim as required by TangibleXR. In the event of any matter in which indemnification is sought from you, TangibleXR reserves the right of exclusive defense and control of the matter, and in no event shall you settle any claim without TangibleXR's prior written consent.

Invalidity

If a provision of these General Terms and Conditions should prove to be void or non-binding, you will remain bound by the other provisions of these General Terms and Conditions. TangibleXR will replace the void or non-binding provision(s) with a provision that is binding and whose purport is as much as possible the same as that of the provision(s) to be replaced, taking into account the purpose of these General Terms and Conditions.

No legal processing

Waiver of rights by you or TangibleXR can only be made by written notice to that effect. Failure by you or TangibleXR to exercise or delay the exercise of its rights under these Terms and Conditions shall not be deemed a waiver of that right, or of any other right under these Terms and Conditions.

Territory Restrictions

1. The information provided within the Service is not intended for distribution to or use by any natural or legal person in jurisdictions or countries where such distribution or use would be against any law or regulation or where it is a requirement that TangibleXR register in the relevant jurisdiction or country. We reserve the right to limit the availability of the Service or any part of the Service to any person, geographic area or jurisdiction at any time and in our sole discretion, as well as the offering of any program or product that

- or any content, Service or restrict feature that TangibleXR provides.
2. You are prohibited from downloading, exporting or re-exporting any software from the Service: (a) to (or to a citizen or resident of) any country to which the European Union or the United States has embargoed goods or (b) to any person on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce's Table of Deny Orders or equivalent European Union list. By downloading software related to the Service, you represent and warrant that you are not a citizen or resident of any such country and are not on any such list.

Amendments

1. We have the right to change and update these Terms and Conditions from time to time in our sole discretion ("Updated Terms").
2. Unless we make changes for legal or administrative reasons, we will allow reasonable notice before the Updated Terms take effect. You agree that we will provide you with notice of the Updated Terms by posting them through the Service and that after the effective date of the Updated Terms by using the Service (or by taking any action reasonably determined by us) you will your agreement to the Updated Terms. You should therefore read these Terms and Conditions and any Updated Terms before using the Service.
3. The Updated Terms will be effective upon posting or such later date as may be specified in the Updated Terms. These terms and conditions will apply to your use of the Service from then on. These Terms and Conditions also apply to any dispute that arises prior to the effective date of the Updated Terms.
4. The Terms and Conditions also apply to upgrades and updates to the Service that replace and/or supplement the Service, unless such upgrade or update is accompanied by Updated Terms. In that case, the Updated Terms will apply.
5. By using the Service, you agree that the Service may undergo upgrades and updates from time to time so that TangibleXR can improve, expand and further develop the Service.

Applicable law and choice of forum

1. These General Terms and Conditions and all non-contractual rights and obligations arising therefrom are governed in all respects by Dutch law.
2. All disputes between you and TangibleXR, which may arise as a result of the General Terms and Conditions, or of agreements resulting therefrom, will in the first instance be settled by the competent court of Rotterdam, The Netherlands.
3. The application of the Vienna Sales Convention is expressly excluded.

Contact

If you have any questions about these Terms and Conditions, please contact TangibleXR by sending an email to info@tangiblexr.com.