

TERMS OF USE PREMIUM ID B.V.

These are the terms of use of Premium ID B.V. (from now 'Premium ID'), registered with the chamber of commerce with number 70939373, that apply on the use of the products and services of Premium ID.

Article 1. Services

- 1.1 Premium ID offers services through an online platform. With this platform the needs for (promotional) products of the user and also the offer of (promotional) products of her partners will be matched. Every customer or visitor of the platform and/or the services of Premium ID will be called 'user' and must adhere to these rules.
- 1.2 Content of the offered services, promotions, shared documentation and communication (including partners of Premium ID) between users or between users and the system, by third parties will not extensively be regulated by Premium ID. Premium ID therefore will not be able to guarantee the quality, safety, legality, integrity or accuracy of the different parts of the service.
- 1.3 Due to the various technical factors, which are mainly out of Premium ID's hands, Premium ID cannot guarantee that her services will always operate without interruptions or malfunctioning.
- 1.4 Premium ID is not obligated to make sure that archived contracts or documents will be accessible.

Article 2. Working with Premium ID

- 2.1 When creating a user account, you guarantee Premium ID that all the information you provide to Premium ID, regarding your personal data like name and email address is accurate, truthful and complete. It is prohibited to create a user account with a fictional name or with the name of another person, unless this person gave you permission and orders to create this account. You agree that Premium ID will save and use your data for managing your account and for being able to deliver her services.
- 2.2 Your user account is personal and you will not give other persons access to your account and therefore the services of Premium ID. In case third parties used your account, you immediately must contact Premium ID. Until that time, you are fully responsible for all the consequences and damage that are a result of the unauthorized use by third parties, even if this happens beyond your knowledge or permission. You are fully responsible for keeping your login details, including your password, safe from third parties.

Article 3. Terms of use

- 3.1 You guarantee Premium ID that you are authorized to make use of its services and that you are able to act to the rules of these terms of use. Besides that, you guarantee Premium ID that you will always meet the obligations of these terms of use, the laws and regulations and that you will respect the rights of third parties.
- 3.2 You guarantee Premium ID that all the data and files you will add are legitimate and do not violate the rights of third parties, including intellectual property rights and privacy rights of others.

- 3.3 Premium ID reserves the right to (partly) delete or refuse data and files from her services of website in case Premium ID finds this illegal, infringing or inaccurate or in case after a complaint from third parties. You guarantee Premium ID that you are fully responsible for complaints from third parties about the added data and files through your account.
- 3.4 By adding reviews, comments, files and data to our services and the website of Premium ID, you will always be respectful to others and you will never spread or make use of material that includes software which could lay hold of data, delete data, disable data, cause permanent damage to data or automated work, or are meant for bypassing technical security measures of Premium ID.
- 3.5 By sharing files, data and/or documents through the services of Premium ID You guarantee Premium ID that you are the rightful owner of these files, data and documents and that you are qualified and have the rights to provide this Information as mentioned in these terms of use. You guarantee Premium ID and all of her affiliated companies and persons that you are fully responsible for claims regarding the intellectual property of right of third parties that are based on these files, data and/or documents. In case this will cause Premium ID damage or in case Premium ID has to make costs, you are obligated to refund all of it.

Article 4. Integrity, mutations and actuality of the product information

- 4.1 Premium ID uses the supplied product information so it can be provided to its customers.
- 4.2 Premium ID does uniformize the product information to a standardized product categorization. This standardization is subjected to changes.

Article 5. Intellectual property rights of Premium ID

- 5.1 You do acknowledge that the services and website of Premium ID are containing content, design, files/documents and programs which are intellectual property of Premium ID, its licensors and/or other users of the services of Premium ID. Nothing in these terms of use or on the website of Premium ID has the purpose to transfer intellectual property.
- 5.2 Premium ID grants to you, under the terms of these terms of use, a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to use the previously mentioned content, design, files/documents and programs in a way and within the format that are made available through the Premium ID services.
- 5.3 You are not allowed and it is prohibited to copy, to modify, to publish or to download the previously mentioned content, design, files/documents and programs. It is also prohibited to use the previously mentioned content, design, files/documents and programs for direct or indirect commercial purposes or to reuse substantial parts or repeated systematic non-substantial parts of the data, unless Premium ID or the regarding rightful claimant explicitly gives you permission to.
- 5.4 It is prohibited to delete, to hide, to modify or to make notifications or announcement, regarding intellectual property rights, unreadable.
- 5.5 Providing rights of use on the services of Premium ID does by no means contains a transmission of the rights of intellectual property of Premium ID.

Article 6. Privacy

- 6.1 Premium ID protects your personal data according to the applicable law of the Netherlands and, more particularly, according to the General Data Protection Regulation.
- 6.2 Premium ID will use data regarding your preferences, search queries, location and demographic data to show to you relevant partners and offers from partners. The search queries and their results will be saved and consulted to give you appropriated suggestions. Premium ID will also be able to process data regarding your use (logins, activity etc.) anonymous and statistically to improve its services, the services of its partners and to conduct (market)research regarding people its search behavior and the way they purchase these products and services. Furthermore, Premium ID will also be able to provide these information, linked to your personal data, to those who also provide their services or products to you so similar agreements between you and the concerning partner can be settled. Premium ID and the concerning partner are allowed to send newsletters to you. Premium ID will not process data longer than necessary and will delete this data after 24 months.
- 6.3 You allow Premium ID to make use of your location, unique device identification number, data from the device you are using to use the services of Premium ID, data that is saved on the device of which you are the owner, contacts and demographic characteristics for all the causes mentioned in article 6.2 and for passing through these information to its partners within the European Union, so they will be able to contact you because you will be possible interested in their services and products.
- 6.4 Premium ID will cooperate to providing your data to third parties in case this is necessary to comply with a legal obligation or court order.
- 6.5 You are also fully responsible for sharing the data with other users or partners of the services of Premium ID.

Article 7. Suspending and discontinuing services

7.1 In addition to other rights of its services, Premium ID will be able to (temporarily) limit, end, deactivate, block your account temporarily or permanently, delete files, data or documents, give you a warning, refuse to deliver its services to you, terminate the service or your activities regarding its services without any statement of reason especially in case you act contrary to these terms of use, the law or in case you do not pay in time (or someone who pays for you does not pay in time) of in case Premium ID is of the opinion that your actions could be harmful for yourself

or

for others.

7.2 In Case Premium ID has ended your usage of a paid service of Premium ID for any reason, you do not have the right of a refund of services you have already paid for and Premium ID will not be responsible for any damage as a result of the case mentioned above.

Article 8. Content of and agreements with third parties

8.1 It could be possible that services of Premium ID include products, content, services or links from or to websites from third parties. The admission or presence of this, does not mean that Premium ID approved or checked these products, content and services. Premium ID is not responsible for the content, the way products work, content or services from third parties. Premium ID is also not responsible for the use of these content or services by customers of Premium ID its services.

8.2 The services of Premium ID could connect users with products and services of third parties (Premium ID partners). You take full responsibility regarding costs and obligations for the products and/or services of third parties as soon as you decide to use these products and/or services of third parties. Premium ID does not represent her partners and any complaints or compliments should be addressed to the partner.

Article 9. Liability

- 9.1 Premium ID is not responsible for the actions or failure of its users and partners. This includes sharing content of documents, data and/or files that are being provided through the services of Premium ID and products or services of its partners.
- 9.2 Premium ID is not responsible for any damage that is out of Premium ID's hands, an accountable shortcoming of its suppliers or an unlawful action of its suppliers to the extent permitted by mandatory law.
- 9.3 Premium ID is not liable for consequential damage, including pure financial loss, lost turnover and profit, loss of data and immaterial damage, which is related to or ensues from the services that Premium ID performs and/or your use of the services, website or application.
- 9.4 The limitations of liability from these terms and conditions do not apply if there is intent or deliberate recklessness on the part of Premium ID's management.

Article 10. Other provisions

- 10.1 Dutch law applies to all disputes regarding the use of the services of Premium ID. The judge in the district of Premium ID is exclusively authorized to take note of this.
- 10.2 These conditions of use can be changed by Premium ID at any time. The most up-to-date version of the conditions of use can be consulted on the Premium ID website. If you continue to use the services of Premium ID after one or more changes to the conditions of use, you will irrevocably accept the changes.
- 10.3 Any nullity or cancellation of one or more provisions of these conditions does not affect the validity and application of the other provisions.