

Terms & Conditions YourVirals B.V.

These Terms & Conditions apply to the use of the Service by you as a User. Please read these Terms & Conditions carefully so that you (the "User") know what your rights and obligations are when using the Service.

The Terms & Conditions a valid and binding agreement between YourVirals and the User for the use of the Service. By checking the box "I agree with the Terms and Conditions" or by using the Service in any way, you agree to be bound by these Terms & Conditions. These Terms & Conditions are available for download and printing at <https://yourvirals.com/terms.pdf>.

1. Definitions and applicability

- 1.1. In these Terms & Conditions, the following terms, which are always capitalised and can be used in both singular and plural, have the following meaning:
- 1.1.1. Account: the profile registered or to be registered by the User on the Platform, so that he can use the Platform.
 - 1.1.2. Agreement: any and all agreements made between YourVirals and the User for the performance and use of the Platform, the Service, the Subscriptions and/or for the performance of other or additional activities, including the provisions of these Terms & Conditions.
 - 1.1.3. GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC ("General Data Protection Regulation").
 - 1.1.4. Intellectual Property Rights: any and all intellectual property rights and all related rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, patent rights, rights to know-how, rights to confidential information, rights to trade secrets and rights to domain names.
 - 1.1.5. Party: YourVirals or the User.
 - 1.1.6. Parties: YourVirals and the User.
 - 1.1.7. Personal Data: personal data within the meaning of Article 4.1 of the GDPR.
 - 1.1.8. Platform: the platform of YourVirals, which is provided as Software-as-a-Service ("SaaS") via the internet by YourVirals to the User. The Platform is available on the Website.
 - 1.1.9. Privacy Statement: the privacy statement of YourVirals, available at <https://yourvirals.com/privacy>.
 - 1.1.10. Service: the provision by YourVirals to the User of the Platform as Software-as-a-Service ("SaaS") and/or the possible performance by

YourVirals of other or additional activities for the User.

- 1.1.11. Subscription: the right of User to use the Videos on the Platform for one social media account in accordance with the Agreement.
 - 1.1.12. Terms & Conditions: this set of terms & conditions of YourVirals.
 - 1.1.13. User: the natural or legal person who concluded the Agreement with YourVirals to use the Service.
 - 1.1.14. Videos: the visuals available in the Platform.
 - 1.1.15. Website: the website of YourVirals, available at <https://yourvirals.com>, including all underlying pages.
 - 1.1.16. YourVirals: the private company with limited liability under the laws of the Netherlands YourVirals BV, located in Breda (4824 EH) at the Paardeweide 16 C, registered with the trade register of the (Dutch) Chamber of Commerce under number 84628987.
- 1.2. These Terms & Conditions apply to the Website, Service, Platform and Subscriptions, including any use thereof.
 - 1.3. Any general terms and conditions of the User do not apply and are expressly rejected.
 - 1.4. The User agrees that the Agreement qualifies as an agreement to provide a service.

2. YourVirals

- 2.1. For questions, complaints or other matters, the User can contact YourVirals. YourVirals can be reached in the ways mentioned on the Website and/or the Platform, or via the following contact details:

YourVirals B.V.
Paardeweide 16 C
4824 EH Breda
The Netherlands
support@yourvirals.com

3. Conclusion of the Agreement

- 3.1. The Agreement is concluded by applying for an Account and/or a Subscription, by using the Service and/or by agreeing to these Terms & Conditions.
- 3.2. The User declares and guarantees that the actions as referred to in the previous paragraph are or have taken place by an authorised person.

4. Responsibilities of the User

- 4.1. The User represents and warrants that he is authorised to use the Service.
- 4.2. The User is responsible for compliance with the Terms & Conditions.
- 4.3. The User is responsible for meeting the technical and functional requirements and for using

the electronic means of communication necessary to access and use (parts of) the Service. The risk of loss, theft or damage to any information rests at all times with the User.

- 4.4. When applicable, the User is responsible for the correct functioning of any products and/or services of third parties and links between these products and/or services of third parties and the Platform.

5. Account

- 5.1. In order to use the Platform, a person must be provided with an Account and a Subscription. To apply for an Account and a Subscription, a person must fill in a form on the Website. After filling in the form, YourVirals will review the application of the person and can – at its sole discretion – decide whether that person will be accepted as a customer of YourVirals and a User of the Platform and YourVirals can provide the User with an Account and a Subscription. The User declares and guarantees that the information provided is correct and complete and that it is kept current, correct and complete during the use of the Service.
- 5.2. The User's Account is strictly personal. After providing an Account and/or Subscription to the User, the User shall not forward (the access keys of) the Account or have the Account and/or the Subscription used by someone else, unless YourVirals has given explicit permission to do so.
- 5.3. The User is responsible for the security of the Account, including but not limited to keeping (the combination of) access keys, such as username and/or password, secret.
- 5.4. The User is fully responsible and liable for all actions performed through his Account.
- 5.5. The User must immediately contact YourVirals if he suspects and/or detects unauthorised use of his Account. In such a case, YourVirals may close the Account (temporarily or permanently) or take other measures.
- 5.6. YourVirals reserves the right to close or suspend access to the User's Account at any time if the User fails to comply with the Agreement.

6. Subscription and payment terms

- 6.1. At the moment YourVirals decides to accept the User, the User gets a Subscription. A Subscription is valid for one social media account only. If the User wishes to use the Platform for more than one social media account, he should take a Subscription for each social media account. The User can manage this in his Account. The amount of Subscriptions affects the fees for the Service.
- 6.2. The User shall pay to YourVirals the fees for the Service specified on the Website.
- 6.3. The fees quoted by YourVirals are exclusive of VAT unless explicitly stated otherwise.
- 6.4. YourVirals is entitled to adjust its fees and rates at any time. YourVirals will notify the User of this by email before the next payment of the User is due. In that event, the User shall be entitled to terminate the Agreement by the date on which the increase will take effect.
- 6.5. The User consents to electronic invoicing by YourVirals.

- 6.6. Payments should be made in euros, unless otherwise agreed, and by way of direct debit.
- 6.7. Payments must be made in advance per calendar month. The first payment shall be due on the date that YourVirals accepts the User. Payments for subsequent calendar months shall always be due on the same day of the respective subsequent calendar month. E.g. if YourVirals accepts the User on 5 May, the first payment is due on 5 May and the payments for subsequent calendar months are always due on the 5th day of the concerning calendar months.
- 6.8. The User is responsible for sufficient funds and the correctness of the bank details provided, including but not limited to the bank account number and ascription.
- 6.9. In the event that the User has the debit reversed or blocked or a direct debit transaction fails twice, YourVirals is entitled to terminate the access of the User to the Account. In such events the fees, however, remain due. In the event of late or missed payments, for whatever reason, YourVirals is entitled to send the User a (digital) invoice and/or engage a third party for the purpose of collecting the payments. The invoice should, unless explicitly stated otherwise, be paid by the User within 14 days of the invoice date.
- 6.10. Late payment by the User results in automatic suspension of the licence on the Videos and entitles YourVirals to suspend its obligations under the Agreement. This does not affect the User's obligation to (continue to) make payments.
- 6.11. Payment terms are strict deadlines. If the User does not fulfil his payment obligation(s) on time, he shall be in default by operation of law.
- 6.12. If the User is requested by or on behalf of YourVirals to still pay a late payment within 14 days, and payment has not been made after this period has expired, the User will also owe statutory commercial interest on the amount due. In that case YourVirals is also entitled to charge the User for all costs incurred and yet to be incurred to collect the amount, explicitly including but not limited to all extrajudicial and judicial (collection) costs, including costs for attorneys, bailiffs and collection agencies. The extrajudicial (collection) costs will be calculated according to the Dutch "Staffel Buitengerechtigke incassokosten" (BIK, extrajudicial collection costs).
- 6.13. The claim for payment of fees is immediately due and payable if the User is declared bankrupt, if the User applies for a moratorium, if the User's assets are fully seized and/or if the User goes into liquidation or is dissolved.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights to all works developed or made available in the context of the Service, expressly including the Service, the Platform, the Website, the Videos, and all related materials on which Intellectual Property Rights may rest, and the preparatory material thereof, rest with YourVirals and/or its licensor(s).
- 7.2. The User will only be given the rights of use and powers that he is granted by virtue of the Agreement or applicable mandatory law. The right of use granted to the User hereby is a

non-exclusive, non-sublicensable, non-transferable and limited to use the Videos and the Platform in connection with the Service, under the condition precedent of full and timely payment by the User.

- 7.3. After the end of a Subscription, the User is entitled to keep the Videos online that he uploaded on the social media account(s) he had a Subscription for during the Agreement. However, the User is expressly not allowed to upload the Videos after the term of the Subscription and/or to use the Videos on any other social media account than the social media account(s) that he has a Subscription for.
- 7.4. YourVirals and/or its licensor(s) reserve all rights, title and interest not granted to the User in the Agreement or by applicable mandatory law.
- 7.5. The User is expressly not permitted to download, copy, modify, reverse engineer, disclose, use for direct or indirect commercial purposes any information that is made accessible in the context of providing the Service or to use it for a purpose other than the purposes stated in the Agreement, unless mandatory applicable law or the Agreement permits this use.
- 7.6. The User will not remove or (have) change(d) any indication(s) regarding the confidential nature, or of any Intellectual Property Right, on any work.
- 7.7. YourVirals is entitled to take (visible or invisible) technical measures to protect materials or other works. The User is not allowed to circumvent or remove such technical measures.
- 7.8. The User will not perform any acts that may infringe any Intellectual Property Rights of YourVirals and/or its licensors, including but not limited to unauthorised disclosure and/or duplication of (any part of) the Platform and/or the Videos and the registration of domain names, trade names, trademarks and/or Google AdWords or Bing Ads search terms or keywords that are similar or identical to any sign to which YourVirals and/or its licensors may assert Intellectual Property Rights.
- 7.9. YourVirals shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right to use and incorporate into the Service any suggestions, improvement requests, recommendations or other feedback provided by the User regarding (the operation of) the Service.

8. The (use of the) Platform and the Service

- 8.1. The User acknowledges and accepts that YourVirals, by means of the Service, merely endeavours to make available the Platform, which the User can use in accordance with the Agreements and his Subscription(s).
- 8.2. The limit of Videos that the User may daily download via the Platform is 100 Videos on a per Subscription basis. In case the User does exceed the download limit, YourVirals may charge the User an additional fee in accordance with the usual rates for that purpose, unless other consequences of exceeding the upload limit have been explicitly agreed in the Agreement.
- 8.3. The User accepts that the Service is provided "as is". YourVirals does not warrant that the Service will be error free, complete or up to date at all times. YourVirals does not warrant that

the Service or any part thereof will be accessible at all times and without interruptions or disruptions. Disruptions in the Service can occur, among other things, as a result of malfunctions in the internet connection, malfunctions in software (of third parties) and as a result of viruses and/or defects.

- 8.4. The Service is exclusively intended for the use as described in the Agreement, on the Website and on the Platform. It is expressly prohibited to use the Service for any other purpose.
- 8.5. The User is expressly not permitted to use the Service for unlawful acts or for acts that are otherwise prohibited under applicable laws and regulations or to otherwise misuse the Service. In that context, the User guarantees, among other things, that he:
 - 8.5.1. does not commit or encourage a criminal offence;
 - 8.5.2. shall not distribute or cause to be distributed any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful, in violation of trust, or in any way offensive or obscene;
 - 8.5.3. hack any aspect of the Website, Platform, Service, accounts or other users;
 - 8.5.4. does not infringe any Intellectual Property Rights;
 - 8.5.5. shall not send or distribute any unsolicited advertising or promotional materials;
 - 8.5.6. does not infringe privacy rights and/or other rights of third parties;
 - 8.5.7. does not violate any applicable state, federal or international law or regulation;
 - 8.5.8. shall not act in a defamatory or libellous way towards any other person;
 - 8.5.9. does not threaten or harass any other person; and
 - 8.5.10. shall not transmit or distribute any obscene material.
- 8.6. In the event of a violation of the aforementioned provision by the User, YourVirals is entitled to take all measures it deems appropriate, including but not limited to limiting, suspending or terminating access to, and/or the use of (parts of) the Service. YourVirals is not liable for any damages suffered as a result of measures taken for violation of the aforementioned provision, such as the limitation, suspension or termination of access to, and/or the use of (parts of) the Service.
- 8.7. If the User uses a Video in violation with the Agreement, for example but not exclusively after termination of a Subscription, before getting a Subscription or in the event that the User posts a Video on a social media account where he does not have a Subscription for, YourVirals is entitled to take (legal) actions against the User, including but not limited to placing strikes and/or claims for unlawful use of the Video, all this without prejudice to YourVirals' other contractual and/or statutory rights, including the right to (additional) damages. YourVirals is not liable for damages suffered by the User as a consequence of strikes and/or claims accidentally or wrongly placed by YourVirals. When the User discovers such accidentally or wrongly placed strikes and/or claims, the User is obliged to notify YourVirals immediately, after which YourVirals will remove the strike and/or claim.

- 8.8. YourVirals is entitled to take all reasonable measures to prevent or avert dangers or damage insofar as it deems necessary, including but not limited to limiting, suspending or terminating access to, and/or the use of (parts of) the Service, such at the sole discretion of YourVirals and without being obliged to pay any compensation.
- 8.9. YourVirals always has the right to make changes to and/or upgrades to the Platform, including extending, changing or removing certain functionalities, regardless of whether the Platform is subsequently no longer available via certain operating systems and/or hardware.
- 8.10. YourVirals has the right to temporarily shut down the Platform for the purpose of performing maintenance, making changes and/or upgrades, without the User being able to claim any compensation. YourVirals strives to announce maintenance in advance, if possible, and to ensure that the shutdown of the Platform is as short as possible.
- 8.11. YourVirals is not responsible for any decision made by the User through the Service. YourVirals makes no guarantees regarding the achievement of results through the Service.
- 8.12. The User is fully responsible and liable for all actions he performs using the Service and/or the Videos. The User is responsible to comply with all guidelines, terms and conditions and/or rules of the (social) media platforms where he uploaded the Video(s). The User indemnifies YourVirals against any claim arising from his actions using the Service and/or the Video(s).
- 8.13. The Platform may contain links to other software, platforms, services and/or websites that are not operated by YourVirals and exchanges and/or integrations with other software, platforms, services and/or websites may take place on the Platform. YourVirals has no control or say over them, makes no warranties or representations with regard thereto, and assumes no responsibility for them or for any loss or damage that may arise from the use thereof. The User accepts this. The use of this software, platforms, services and/or websites of third parties may be subject to terms of use or service terms of that third party. YourVirals is not a party to any agreement between the User and such third parties.

9. Activities other than making available the Platform

- 9.1. YourVirals can, at the request or with the prior consent of the User, perform activities other than making available the Platform, including but not limited to performing activities in the field of consultancy and/or support.
- 9.2. If YourVirals performs work, as referred to in the previous paragraph, for the User, the User shall reimburse this work or other performance at YourVirals' agreed (hourly) rates and, failing that, according to YourVirals' usual (hourly) rates.
- 9.3. If the User requests YourVirals to perform work that falls outside the content and/or scope of the Agreement and/or concerns changes thereto ("additional work"), YourVirals is not obliged to comply with that request. YourVirals may require the User to conclude a separate agreement for the additional work in that case.
- 9.4. The User acknowledges and accepts that additional work may affect the performance of the Agreement, the responsibilities of the Parties, any rates and/or periods agreed in advance.

9.5. The fact that (the demand for) additional work occurs during the performance of the Agreement is not a basis for cancellation, rescission or annulment of the Agreement by the User.

10. Notice-and-takedown

- 10.1. If a notifier reports to YourVirals unlawful content on the Platform and if he demonstrates this, YourVirals will remove the relevant content or otherwise make it inaccessible ("notice-and-takedown").
- 10.2. Notification to YourVirals must be in writing using the contact details set out in Article 2 of these Terms & Conditions.
- 10.3. The notification must contain at least the following information:
 - 10.3.1. the contact details of the notifier;
 - 10.3.2. any relevant information that YourVirals needs to evaluate the content, including the location of the content in question on the Platform ("the URL"); and
 - 10.3.3. a description of the reason(s) why the content is unlawful.
- 10.4. The notifier may request YourVirals to handle the notice-and-takedown request with urgency. The reason for the urgency must be explained by the notifier. Based on the explanation of the reasons, YourVirals will determine whether the report will be dealt with urgently.
- 10.5. YourVirals evaluates the notifier's report. If YourVirals determines that the content is unlawful, YourVirals will notify the notifier and remove or make the content inaccessible immediately or within a reasonable time.
- 10.6. In the event that YourVirals is unable to reach an unequivocal judgement as to whether the content in question is unlawful, YourVirals will inform the person who uploaded the content of the notification made by the notifier and YourVirals will request the uploader to remove the content or contact the notifier. If the notifier and the uploader cannot reach an agreement, the notifier may choose to take the legal action that is open to him. If the uploader chooses not to identify himself to the notifier, YourVirals may decide to provide the notifier with the contact details or to remove the content.
- 10.7. YourVirals is not liable for the removal of the content or for making it inaccessible in any other way, nor for (the consequences of) providing contact details of an uploader to the notifier.
- 10.8. The User is obliged to immediately comply with a request by YourVirals to take Videos offline and/or remove them and/or to keep them offline and/or removed. If the User does not do so immediately, he is fully liable towards YourVirals for the consequences thereof. YourVirals is never liable to the User for the consequences of taking offline and/or removing Videos.
- 10.9. YourVirals is never liable to the User for strikes and/or takedown(s) (requests) in relation to the Videos by third parties.

11. Privacy

- 11.1. The User represents and warrants that the provision of Personal Data to YourVirals and the processing of such Personal Data by YourVirals is lawful and does not infringe any right of a third party. In particular, the User represents and warrants that the provision of Personal Data to YourVirals is in accordance with Articles 5 to 11 of the GDPR.
- 11.2. In the event that YourVirals processes Personal Data in the role of data controller, YourVirals will do so in accordance with its Privacy Statement.

12. Indemnification

- 12.1. To the maximum extent permitted by applicable law, and unless mandatory applicable law provides otherwise, the User shall be liable for and indemnify YourVirals and its affiliates, and their directors and officers, from all liability, loss, damage, fines, costs or claims from third parties (including, but not limited to, legal costs on an indemnity basis), regardless of cause, in connection with or arising out of the User's use of the Service, a violation by the User of the Agreement, and/or any unlawful activity, including but not limited to a violation of Intellectual Property Rights.

13. Liability

- 13.1. YourVirals' liability for damage resulting from an attributable failure in the performance of the Agreement, tort or otherwise, is excluded, to the extent permitted by mandatory law.
- 13.2. In the event that YourVirals is liable for damage under mandatory law, YourVirals' liability per event (a series of successive events is regarded as one event) is limited to a maximum of twice the amount (excluding VAT) that the User has paid in the three months prior to the event causing the damage to YourVirals for the Service. In all cases, YourVirals' total liability is limited to compensation for direct damage up to an amount of € 10,000. Direct damage is exclusively understood to mean:
 - 13.2.1. material damage to goods;
 - 13.2.2. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based; and
 - 13.2.3. reasonable costs incurred to determine the cause of the damage.
- 13.3. In deviation from the foregoing, YourVirals' liability for damage due to death, physical injury or due to material damage to goods is limited to € 1,250,000.
- 13.4. YourVirals' liability for indirect damage is excluded in all cases. Indirect damages are any damages not defined as direct damages in these Terms & Conditions, and include but are not limited to consequential damages, loss of profits, loss of business, loss of anticipated savings, loss of information, or any other financial loss or loss of goodwill or reputation.
- 13.5. Without prejudice to the aforementioned exclusions and limitations, YourVirals excludes any

liability for acts of third parties engaged by it and for malfunctions in products and/or services of third parties. If the User becomes aware of such an act and/or malfunction, the User's sole and exclusive remedy is to report this to YourVirals. YourVirals may, in its sole discretion, replace the third party and/or product or service or create a workaround.

- 13.6. The exclusions and limitations of this article shall not apply if and to the extent that the damage is caused by intent or willful recklessness on the part of YourVirals and/or its management.
- 13.7. Unless performance of the Agreement by YourVirals is permanently impossible, YourVirals' liability due to an attributable failure in the performance of the Agreement only arises if the User sends YourVirals a notice of default immediately in writing, thereby setting a reasonable term for remedying the failure, and YourVirals continues to fail attributable in the performance of its obligations even after that term.
- 13.8. Any claim for damages from the User that is not specified and explicitly reported by the User expires by the mere lapse of a period of 12 months after the claim arose. This is without prejudice to the User's obligation to complain.

14. Force majeure

- 14.1. A Party cannot be held to fulfil any contractual and/or legal obligation if it is prevented from doing so as a result of force majeure. Force majeure exists if a Party is hindered in the performance of its obligation(s) as a result of a circumstance that is not due to its fault, nor is it for its account by virtue of the law, a legal act or generally accepted practice.
- 14.2. Force majeure on the part of YourVirals, in addition to what is understood under the law and in case law, includes illness of employees and/or absence of employees that are crucial for the provision of the Service, interruptions in the supply of electricity, strikes, riot, fire, natural disasters, floods, failures of YourVirals' suppliers, failures of third parties engaged by YourVirals, internet failures, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes which YourVirals cannot influence.
- 14.3. The Party invoking the force majeure is obliged to make commercially reasonable efforts to ensure that the force majeure situation is as short as possible.
- 14.4. In the event of force majeure, YourVirals is entitled to suspend its obligations under the Agreement, or to terminate the Agreement in its entirety and with immediate effect, without any obligation, such as the obligation to pay compensation, being imposed on it.

15. Term and termination

- 15.1. The Agreement is entered into for an indefinite term.
- 15.2. The User can terminate the Agreement and/or a Subscription at any moment by the end of the period the User paid for. After termination of the Agreement and/or a Subscription, the User has access to the Service and/or that Subscription until the end of the period the User paid for.

- 15.3. In addition to the other remedies available to YourVirals, YourVirals shall, at any time and at its sole discretion, without prior written notice or declaration and without becoming liable to the User, be entitled to:
- 15.3.1. temporarily or permanently suspend the User's Account, Subscription(s) and his use of the Service in the event YourVirals deems such suspension necessary;
 - 15.3.2. temporarily or permanently restrict or suspend the User's activities in connection with the Service; and/or
 - 15.3.3. terminate the Agreement.
- 15.4. Each Party is authorised to rescind the Agreement as a result of an attributable failure in the performance of the Agreement by the other Party, if the other Party continues to fail attributable in the performance of the Agreement even after proper notice of default is given and the reasonable periods given therein are expired. The notice of default must contain a description of the failure as complete and detailed as possible, so that the other Party is given the opportunity to respond adequately.
- 15.5. If, at the time of rescission, YourVirals has already delivered (part of) the Service to the User, this delivered (part of) the Service and the associated (payment) obligation(s) of the User are not subject to the undoing obligations as a result of the rescission.
- 15.6. YourVirals shall never be liable for damages or any refund of fees already received due to termination of the Agreement and/or a Subscription, in whatever manner and for whatever reason.
- 15.7. Upon termination of the Agreement and/or a Subscription in any manner and for any reason:
- 15.7.1. all rights of the User under the Agreement and/or the Subscription shall immediately terminate, unless expressly agreed otherwise; and
 - 15.7.2. the User is not entitled to a refund of any amount paid.
- 15.8. All provisions intended to survive the termination of the Agreement, in whatever manner, survive the termination of the Agreement. Such provisions include (but are not limited to) those relating to YourVirals' exclusions and limitations of liability, Intellectual Property Rights, applicable law, disputes and this clause.

16. Applicable law and disputes

- 16.1. The Agreement, the Platform, the Website, the Subscription, the provision of the Service and all legal acts and disputes arising therefrom shall be governed exclusively by the laws of the Netherlands, unless mandatory law provides otherwise.
- 16.2. The United Nations Convention on Contracts for the International Sale of Goods ("1980 Vienna Sales Convention") is not applicable.
- 16.3. To the extent permitted by mandatory law, all disputes between the Parties shall in the first instance be resolved by mutual agreement between the Parties.
- 16.4. If after 14 days Parties do not succeed in resolving the dispute in mutual consultation, each of

the Parties is entitled to start an ICT-Mediation procedure in accordance with the ICT-Mediation Regulations of the Stichting Geschillenoplossing Automatisering (SGOA). The other Party is obliged to actively and constructively participate in a started ICT-Mediation procedure.

- 16.5. If, within 30 days from the commencement of mediation, the Parties fail to resolve the disputes through mediation, the following shall apply with regard to dispute resolution.
- 16.6. If the User is domiciled or established in an EU country, Denmark, Iceland, Norway or Switzerland, disputes shall be exclusively settled by the competent court of the District Court of Zeeland-West-Brabant location Breda, unless mandatory law provides otherwise.
- 16.7. If the User is not domiciled or established in an EU country, Denmark, Iceland, Norway or Switzerland, then disputes shall be settled exclusively by arbitration in accordance with the arbitration rules of the Stichting Geschillenoplossing Automatisering (SGOA), with its registered office in The Hague, the Netherlands, which will be the place of arbitration. If the User is a natural person not acting in the exercise of a profession or business, then the User has 1 month, after YourVirals has invoked this arbitration clause in writing against the User, to opt for settlement of the dispute by the court competent under the law.
- 16.8. The preceding paragraphs shall not affect the possibility of the Parties to take precautionary measures and/or interim relief before the competent court of the District Court of Zeeland-West-Brabant location Breda, unless another court is competent on the basis of mandatory law.

17. Miscellaneous

- 17.1. In these Terms & Conditions, "in writing" also means communication by email, if and to the extent that the identity of the sender and the integrity of the content of the communication are sufficiently established.
- 17.2. If the Agreement is or becomes partially invalid or proves to be partially void, the Parties shall remain bound to the remaining part of the Agreement. YourVirals will replace the invalid or void part by clauses that are valid and not void and whose legal consequences, given the content and scope of the Agreement, correspond as much as possible to those of the invalid and/or void part.
- 17.3. All notices or communications, permitted or required under the Agreement, shall be in writing.
- 17.4. YourVirals may amend or supplement the Terms & Conditions at any time. The User will be informed of any changes or additions by email and/or by updates on the Platform and/or when logging in to the Platform. The new version of the Terms & Conditions will be available to view and download on the Website and via the Platform. If the User does not agree with the amended or supplemented Terms & Conditions, his only option is to stop using the Service and to terminate the Agreement, subject to the provisions of the Agreement.
- 17.5. The version of any communication and/or documents received or stored by YourVirals shall constitute authentic and binding proof, subject to proof to the contrary provided by the User.

- 17.6. YourVirals has the right to engage third parties for the full or partial performance of its rights and/or obligations under the Agreement.
- 17.7. The User may transfer its rights and/or obligations under the Agreement to a third party only with YourVirals' prior written consent.