

Terms & Conditions of Use for iMoba Application Version 001 dd 26 October 2016

YOUR USE OF iMOBA, ITS MOBILE APPLICATIONS AND OTHER SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

iMoba, its mobile applications and other services, including all of its features and content (hereinafter referred to as "iMoba") is a service made available by MOBA or its affiliates ("MOBA") and all content and information provided on or through iMoba, ("Content") may be used solely under the following terms and conditions ("Terms of Use").

1. iMoba Limited License. As a user of iMoba

1. you are granted a nonexclusive, nontransferable, revocable, limited license to access and use iMoba, its mobile applications and other services and Content in accordance with these Terms of Use. MOBA may terminate this license at any time for any reason.
2. you grant to MOBA an exclusive, transferable, irrevocable limited license to use all Data, gathered by and/or uploaded in iMoba, pertaining to the functioning, maintenance and performance of your equipment for the purpose of customer care, product analysis, product improvement and product development.
3. you grant to MOBA an exclusive, transferable, irrevocable limited license to use all Data, gathered by and/or uploaded in iMoba, pertaining to the functioning, maintenance and performance of your equipment – provided such data is made irreversibly anonymous by iMoba - for the purpose of benchmarking of all such anonymous aggregated Data for public or user information and other commercial purposes.

2. Limitations on Use; Third Party Communications and Web Sites.

- 2.1. Limitations on Use. The Content on iMoba, is for your business use only and not for further commercial exploitation. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from iMoba or the Content, nor may you use any network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities or users. You must retain all copyright and other proprietary notices contained on the materials delivered herein. The content of iMoba – other than Data pertaining to your own equipment - cannot be used, posted, sold, transmitted, distributed, modified or transferred for public or commercial purposes, without the prior written permission of MOBA. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy iMoba, its mobile applications and other services or the Content without MOBA's prior written permission. You may not use iMoba to transmit any false, misleading, fraudulent or illegal communications. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of iMoba, its mobile applications and other services, except to the extent permitted above. Any unauthorized use of iMoba or its Content is prohibited.
- 2.2. Third Party Communications and Information, Web Sites and Content. MOBA disclaims all liability for any Third Party Communications or Information you may receive or any actions you may take or refrain from taking as a result of any Third Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third Party Communications or Information. MOBA assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third Party Information. As used herein, "Third Party Information" means any information directed to you from any third party directly or indirectly in connection with iMoba, its mobile applications and other services. MOBA makes no representations whatsoever about any Third Party Information. In addition, a link to a non-MOBA web site does not constitute an endorsement of such web site by MOBA or an acceptance of responsibility by MOBA for the content, or the use, of such web site. Third party content (including, without limitation, Postings) may appear on iMoba or may be accessible via links from iMoba. MOBA shall not be responsible for and assumes no liability for any infringement, mistakes, omissions, falsehood in the Information or any other form of content contained in any third party content

appearing on this Web Site. Further, information and opinions provided by employees and agents of MOBA in Interactive Areas are not necessarily endorsed by MOBA and do not necessarily represent the beliefs and opinions of MOBA's Board of Directors.

3. Not Business Advice

Content is not intended to and does not constitute Business advice and no consultant-client relationship is formed. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on iMoba or materials linked from iMoba is at your own risk.

4. Access to iMoba

On acceptance of these Terms of Use, MOBA will enable User access to its user-account on iMoba. MOBA is not responsible nor liable for the administration of this user account. User will appoint an Administrator who will be solely responsible for the use, granting or revoking of access-rights to the user account. The Administrator will be authorized to set up the user account and choose the users relevant modules and features and add them to the user-account. By doing so User will become fully liable for the costs and fees incurred by the choices made by his Administrator

5. Encryption

Certain individual Data will be encrypted. The User will determine the encryption and decryption keys which keys will remain and stored with User on its local devices and will not be accessible by MOBA. Therefor, User will be solely responsible for careful treatment of such encryption and decryption keys and MOBA cannot and will not accept any liability for loss of Data or access to Data due to loss or damage to encryption or decryption keys, stored with User.

6. Intellectual Property Rights

- 6.1. Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring on you or any third party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights. You acknowledge and agree that the Content and iMoba are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. The trademarks, logos, and service marks (collectively the "Marks") appearing on iMoba are registered and unregistered Marks of MOBA and others. Use of iMoba and the information contained in no way constitutes the granting by MOBA of any license or right to use any Marks displayed on this Web Site. You are strictly prohibited from using the Marks displayed on iMoba or any other content on this Web Site, except as provided in these Legal Notices.
- 6.2. iMoba contains interactive areas which includes, without limitation, any blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums, and question and answer features (the "Interactive Areas"). You grant to MOBA an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, authorize use of and have used on its behalf any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit (collectively, "Postings") to this Web Site. Said license is without restrictions of any kind and without any payment due from MOBA to you or permission or notification, to you or any third party. The license includes, the right to make, use, sell, reproduce, publish, modify, adapt, prepare derivative works from, combine with other works, translate, distribute, display, perform and sublicense Postings in any form, medium, or technology now known or hereafter developed.
- 6.3. You certify and warrant that the Postings: (i) are your original works or that the owner of such works has expressly granted to MOBA a perpetual worldwide royalty-free irrevocable, non-exclusive license for said works with all of the rights granted by you in section 4.2 of these Terms of Use and (ii) do not violate and will not violate the rights of any third party including any right of publicity, right of privacy, copyright, patent or other intellectual property right or any proprietary right.

- 6.4. You acknowledge and agree that your submitting Postings to iMoba does not create any new or alter any existing relationship between you and MOBA.
- 6.5. By submitting Postings to this Web Site, you acknowledge and agree that MOBA may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against MOBA for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to MOBA.

7. Linking to the iMoba Web Site.

You may provide links to the iMoba Web Site, provided that (a) you do not remove or obscure, by framing or otherwise, any portion of the iMoba Web Site, including any advertisements, terms of use, copyright notice, and other notices on the iMoba Web Site, (b) you immediately deactivate and discontinue providing links to the iMoba Web Site if requested by MOBA, and (c) MOBA may deactivate any link(s) at its discretion.

8. No Solicitation

You shall not distribute on or through iMoba any Postings containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express prior written permission of MOBA. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site's URL and b) may recommend third party web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended web site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

9. Registration

Certain sections of iMoba require you to register. If registration is requested, you agree to provide accurate and complete registration information. It is your responsibility to inform MOBA of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. MOBA does not permit a) anyone other than you to use the sections requiring registration by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify MOBA immediately via mail to imoba-support@moba.net

10. Postings in Interactive Areas of this Web Site.

- 10.1. Postings to be Lawful. If you participate in Interactive Areas on iMoba, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, invasive of privacy or publicity rights, inclusive of hate speech, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, intentionally or unintentionally. MOBA may delete your Postings at any time for any reason without permission from you.
- 10.2. Postings to be in Your Name. Your Postings shall be accompanied by your real name and shall not be posted anonymously. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.
- 10.3. Postings shall not contain protected health information. You are strictly prohibited from submitting Postings that are considered protected health information.
- 10.4. No Monitoring of Postings. MOBA has no obligation to monitor or screen Postings and is not responsible for the content in such Postings or any content linked to or from such Postings. MOBA however reserves the right, in its sole discretion, to monitor Interactive Areas, screen Postings, edit Postings, cause Postings not to be posted, published, uploaded or distributed, and remove Postings, at any time and for any reason or no reason.

10.5. Commercial Use only of Interactive Areas. Interactive Areas are provided solely for commercial use in your own business. Any unauthorized use outside this scope of the Interactive Areas of this Web Site, its Content, or Postings is expressly prohibited.

11. Errors and Corrections.

MOBA does not represent or warrant that iMoba or the Content or Postings will always be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. MOBA does not warrant or represent that the Content or Postings available on or through iMoba will be correct, accurate, timely, or otherwise always reliable. MOBA may make improvements and/or changes to its features, functionality or Content or Postings at any time.

12. Assumption of Risk.

You assume all liability for any claims, suits or grievances filed against you, including all damages related to your participation in any of the Interactive Areas.

13. Disclaimer.

iMoba, its mobile applications and other services, the interactive areas, the content, and postings are provided on an "as is, as available" basis. MOBA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. MOBA disclaims all responsibility for any loss, injury, claim, liability, fines, penalties or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from this web site, the interactive areas, the content, and the postings including, but not limited to, technical inaccuracies and typographical errors, (b) third party communications, (c) any third party web sites or content therein directly or indirectly accessed through links in this web site, including but not limited to any errors in or omissions therefrom, (d) the unavailability of this web site, the interactive areas, the content, the postings, or any portion thereof, (e) your use of this web site, the interactive areas, the content, or the postings, (f) your use of any equipment or software in connection with this web site, the interactive areas, the content, or the postings or (g) the use of the Benchmark Information for commercial purposes infringing Anti Trust principles. MOBA also assumes no responsibility and shall not be liable for any damages or viruses that may infect your computer equipment or other property arising from or related to access to, use of, or browsing in the web site or the downloading of any materials, data, text, images, video or audio from iMoba.

14. Limitation of liability.

MOBA shall not be liable for any loss, injury, claim, liability, fines, penalties or damage of any kind resulting from your use of this web site, the content, the postings, the interactive areas, any facts or opinions appearing on or through any of the interactive areas, or any third party communications. MOBA shall not be liable for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with the use of or inability to use this Web Site, the interactive areas, the content, the postings, or any third party communications or aggregated Information. To the extent the foregoing limitation of liability is prohibited or fails of its essential purpose, MOBA's sole obligation to you for damages shall be limited to the amount, equal to the yearly service fee paid by user for iMoba-services in the ongoing calendar year.

15. Indemnification.

You agree to indemnify, defend and hold MOBA, its officers, directors, employees, agents, licensors, suppliers and any third party information MOBAs to iMoba harmless from and against all claims, losses, expenses, punitive or consequential damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or arising from or related to any Postings uploaded or submitted by you.

16. Third Party Rights.

The provisions of paragraphs 13(Disclaimer), 14(Limitation of Liability), and 15 (Indemnification) are for the benefit of MOBA and its officers, directors, employees, agents, licensors, suppliers, and any third party information MOBAs to this Web Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

17. Unlawful Activity; Termination of Access.

MOBA reserves the right to investigate complaints or reported violations of these Terms of Use and to take any action MOBA deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. MOBA may discontinue any party's participation in any of the Interactive Areas at any time for any reason or no reason.

18. Remedies for Violations.

MOBA reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular internet address to iMoba and any other MOBA web sites and their features.

19. Governing Law and Jurisdiction.

The Terms of Use are governed by and construed in accordance with the laws of the Netherlands and any action arising out of or relating to these terms shall be filed only in the District Court of Arnhem, Gelderland, The Netherlands and you hereby consent and submit to the exclusive jurisdiction of this court for the purpose of litigating any such action.

20. Privacy.

Your use of iMoba is subject to MOBA's Privacy Policy.

21. Severability of Provisions.

These Terms of Use incorporate by reference any notices contained on this Web Site, the Privacy Policy and the MOBA Services Terms and constitute the entire agreement with respect to access to and use of this Web Site, the Interactive Areas, and the Content and Postings. If any provision of these Terms of Use is unlawful, void or unenforceable, or conflicts with the MOBA Services Terms then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

22. Notwithstanding anything to the contrary in these Terms of Use, if you have a separate signed written agreement with MOBA that applies to your use of any of MOBA's Content, that agreement constitutes the entire agreement between you and MOBA with respect to the affected Content subject thereto (the "Otherwise Covered Content"), and these Terms of Use shall be treated as having no force or effect with respect to the Otherwise Covered Content.

23. Modifications to Terms of Use.

MOBA reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on iMoba and are effective immediately. The updated valid Terms of Use will be downloadable from the iMoba Web Site. On request the updated valid version of the Terms of Use will be sent by email to the requesting users. You are responsible for regularly reviewing the Terms of Use. Continued use of iMoba after any such changes constitutes your consent to such changes.