



IQN APP TERMS AND CONDITIONS ("TCS")

Last reviewed 7 August 2019

1. Who we are

IQNautics B.V. is a Dutch legal entity, duly formed and existing under the laws of the Netherlands, with its registered office and billing address located in Smedestraat 2, 6411, CR Heerlen (the "**Company**", "**IQN**" or "**we**"). IQN is the owner of the IQN App. Through the IQN App, Registered Users may access several services specifically designed for the recreational boating eco-system which allow users to access location-based sharing services and create boating trips via a collaborative journal ("**Services**"). A brief description of the Services is contained in section 4 below.

2. Scope of these TCS

2.1 The following TCS govern your access to and use of the IQN App and the operation of the Services via the IQN App. Specific terms and conditions could be further applicable to the content, data, materials or specific information included in or available through the IQN App (the "**Content**") or for transactions made through the IQN App.

2.2 Subject to the mandatory legal provisions that dictate otherwise, IQN does not affirm nor offer any guarantee that (i) the IQN App will meet your requirements or that (ii) the IQN App will operate uninterrupted, in a timely, secure or error-free manner; or that (iii) the results that can be obtained from the use of the IQN App (including any Content, information and materials on this IQN App) will be accurate, complete, secure, reliable or otherwise meet your requirements.

2.3 These TCS represent a legally binding agreement between IQN and the Registered Users downloading, accessing or using the IQN App and set out the specific rights and obligations applicable to your downloading, accessing and use of the IQN App. The Services may not be made available by IQN to its Registered Users unless the Registered Users accept the provisions of these TCS. By way of clicking the "**I Agree to the Terms and Conditions**" check box you express your consent to the provisions contained in this TCS. Your consent to the TCS shall be stored by IQN. The language offered for these TCS is English.

3. Accessing and downloading the IQN App

3.1 In order to download, access and use the IQN App and the Services thereof, Registered Users must possess a Device (as described in section 4 below) meeting the following minimum technical specifications:



- i. iPhone and iPad device having minimum iOS version 10 installed.
- ii. at least 100 MB of free space available on the Device.
- iii. a data connection and access to location services.

3.2 IQN bears no responsibility for the unauthorized use of a Device for the purposes of downloading, accessing and using the IQN App. Should the Device belong to a different person than the Registered Users downloading, accessing and using the IQN App, the Registered Users hereby confirms that it has obtained prior permission from the owner of the Device to download or install the IQN App on the Device and to use the IQN App in accordance with this TCS.

3.3 The Registered Users acknowledges and accepts the inherent risks that information transmitted through the internet or any other communication system, including a wireless communication system, is susceptible to unlawful and unauthorized access, interception, distortion and monitoring.

3.4 In order to access the IQN App and the Services, as described below the Registered Users must create an account by using one of the following platforms: Facebook or Google. The IQN App cannot be accessed if the user does not create an account via the manner described in this section.

3.5 A confirmation email to the email address provided by the Registered Users shall be sent to the Registered User after the account has been created confirming the successful creation of the Registered Users' account in the IQN App.

4. Services

4.1 The Services may be accessed only via an iPhone or iPad device ("**Device**").

4.2 Registered Users may access the following Services and functionalities of the IQN App:

- i. creating a flotilla and adding other skippers to it.
- ii. seeing flotillas' location, speed and distance relative to the Registered User. In this way it is easier to provide assistance in case of need or better time Registered Users' arrivals by knowing the location of all members of a Registered Users' flotilla.
- iii. logging the Registered Users' personal bests such as nautical miles covered during trips or highest speed reached on water.
- iv. visualizing location information of all flotilla members on a map for easier coordination as a group and details of each flotilla member such as: current speed, distance relative to your location, their GPS coordinates.
- v. allowing other Registered Users to easily find you if you found for example a swimming or fishing spot.



- vi. facilitating support for another boater in a Registered Users' flotilla also allowing for an estimation of how long it will take to get to the location of the said Registered User.
- vii. support in getting a Registered User's boat next to his or her fellow skippers in a marina by providing information on the exact place where they are and providing the possibility go directly to them without wasting time in a marina.
- viii. supporting the organisation of all boats if planning to approach a certain location by providing information to Registered Users about who is who and where they are for easy and on the spot planning.
- ix. inviting a Registered Users' charter company representative or marina representative to his or her flotilla so that they can see the exact arrival time. In this way they will be there just in time to give to the Registered User the needed support.
- x. posting comments, photos and other materials ("User Content").

5. User content

5.1 Users and Registered Users grant to the Company a non-exclusive licence to access, publish and use in any way the User Content for the purposes of the functioning of the IQN App and the Services or for other legitimate purpose of IQN. Users and Registered Users declare and represent that are the owners or have the right to license or disclose the User Content. Users and Registered Users are fully liable for any damages that might be caused to the Company and/or third parties as a consequence of the Company's use of the User Content or disclosure via the IQN App.

5.2 Users and Registered Users shall refrain from posting in the IQN App defamatory and/or explicit material. Failure to comply with this provision triggers the Registered Users' liability for any direct or indirect damages caused to IQN or third parties.

6. Changes and suspension of the IQN App

6.1. Changes to the IQN App

6.1.1 IQN may continuously update the IQN App and reserves the right to perform changes from time to time in how IQN offers, provides and operates the IQN App. To this end, IQN may, in its sole discretion, from time to time, change, vary or amend the form, appearance, functionality and content of the IQN App and Services, including through updates and upgrades.

6.1.2 The updates and upgrades to the IQN App which may become available from time to time, shall be free of charge and users will be required to download and install the updates and upgrades from the Devices' relevant virtual store in order to continue to use the IQN App.



6.1.3 Depending on the type of update or upgrade, users may not be able to use the IQN App until the latest version of the IQN App has been downloaded.

6.1.4 IQN is under no obligation to notify Registered Users of such changes, updates and upgrades unless such changes materially and adversely affect users' ability to use the IQN App, in which case Company will endeavour to notify Registered Users via email of the changes at least 48 hours before the changes come into effect.

6.1.5 These TCS, as they may be amended further, will apply to all updates and upgrades, unless specified otherwise. Should Registered Users not agree to the changes to the IQN App, they may end their use of the IQN App in the manner detailed in clause 8 below.

6.2 Suspension to the IQN App

6.2.1 IQN may temporarily suspend all or part of the IQN App Services or suspend or terminate Registered Users' right to access and use the IQN App in the following cases:

- (i) IQN needs to perform maintenance on, upgrades or updates to, the IQN App or any of the systems, software, technology or other infrastructure that it uses to provide the IQN App or the Services;
- (ii) IQN has reasonable grounds to believe that the user is using the IQN App recklessly, with gross negligence or with the intention to defraud or for fraudulent purposes;
- (iii) IQN has reasonable grounds to believe that you are engaging in any actual or suspected or threatened breach of this TCS, specifically in breach of clause 7 below;
- (iv) IQN becomes aware of any actual, threatened or suspected unauthorized use of the IQN App;
- (v) IQN reasonably believes that the security of Registered Users' Devices used to provide the IQN App may be compromised;
- (vi) IQN becomes aware of any information that it is provided by users it is false, inaccurate, invalid, incomplete or misleading;
- (vii) IQN must do so to comply with the law; or
- (viii) a court or other authority orders IQN to do so.

6.2.2 IQN will notify users if it suspends partially or wholly the IQN App and Services where it is reasonably practicable to do so.

7. Prohibited acts

7.1 IQN allows its Registered Users of the IQN App to download, install and use the IQN App for non-commercial purposes and use the Services and the IQN App's functionalities.



7.2 Except as expressly set out in these TCS or as permitted by the applicable law, Registered Users agree to refrain from any and all activities and operations listed below:

- (i) copying the IQN App except where such copying is incidental to normal use of the IQN App, or where it is necessary for the purpose of back-up or operational security;
- (ii) renting for free or subject to a fee, leasing, sub-licensing, translating, merging, adapting, varying or modifying the IQN App;
- (iii) altering or amending in whole or in part of the IQN App, or permitting the IQN App or any part of it to be combined with or become incorporated in, any other programs;
- (iv) disassembling, decompiling, or unless permitted by applicable law, reverse-engineering or creating derivative works based overall or any part of the IQN App, the technology forming part of the IQN App or attempting to do any such thing;
- (v) using the IQN App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this TCS, or acting fraudulently or maliciously (for example, by hacking into or inserting Unpermitted Code, as defined below, into the IQN App or any technology);
- (vi) infringing IQN's Intellectual Property Rights, as defined below, or those of any third party;
- (vii) transmitting or posting in the IQN App any material that is defamatory, offensive or otherwise objectionable in relation to your use of the IQN App;
- (viii) introducing, or allowing the introduction of, any Unpermitted Code into the IQN App or the technology utilized by IQN or you. Unpermitted Code includes viruses, "trojan horses", computer code, malware, instructions, devices or other materials designed to disrupt, disable, harm or otherwise impede operation of the Device, Services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof;
- (ix) provide or otherwise make available the IQN App, in whole or in part (including any object code) in any form to any person without prior written consent from Company;
- (x) using the IQN App in a way that could damage, disable, overburden, impair or compromise our systems, Infrastructure or security or interfere with other users; and
- (xi) collecting or harvesting any information or data for attempt to decipher any transmissions from the servers or systems which run the IQN App.

7.3 User undertake to keep all copies of the IQN App secure and comply with all technology control or export laws or regulations that apply to the technology used or supported by the IQN App.



7.4 For the avoidance of any doubt, IQN does not grant to its users any rights or licenses to access or use the source code of the IQN App. IQN always remains the sole owner of the IQN App.

7.5 All acts and omissions of any person that uses the Device, shall be treated as, and also be deemed to be, the u Registered Users' acts and omissions. IQN may hold Registered Users liable and responsible for these acts and omissions.

8. Termination of the TCS

8.1 Registered Users may end this TCS, and thus the further use and access of the IQN App and Services, at any time without reason by permanently deleting, removing and destroying all copies of the IQN App in their possession custody or control and which they have installed on the Devices.

8.2 IQN reserves the right at any time and for any reason to terminate this TCS, the operation or availability of the IQN App or Registered Users' right to use the IQN App.

8.3 If IQN shall terminate these TCS as per clause 8.2 above, it shall give its Registered Users a prior written notice by email unless:

- (i) the termination is required by law; or
- (ii) it is reasonable not to give a prior notice, having regard to the reasons why IQN is taking these actions.

8.4 Following the termination of this TCS for any reason, all rights and licenses granted to the users under this TCS will immediately end. To this end, users must immediately stop all activities authorized by this TCS and remove and delete the IQN App from all Devices and immediately destroy all copies of the IQN App in users' possession, custody or control.

8.5 Following the termination of this TCS however certain provisions of this TCS which by their nature must continue to apply will not be affected by the termination, including but not limited to clauses where IQN's liabilities or responsibilities are excluded or limited, including amounts which users can claim from IQN, provisions regarding the limited or excluded rights that users have against IQN, provisions referring to certain losses or damages that may happen and in relation to which users assume responsibility.

9. Intellectual Property Rights

9.1 For the purposes of these TCS, "Intellectual Property Rights" shall include all intellectual property rights of whatsoever nature anywhere in the world, including (without limitation) copyright and related rights, patents, patent rights, designs, design rights, invention rights,



database rights, know-how, confidential information, trade secrets, trademarks, trade names, domain names and service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such intellectual property rights, in relation the IQN App and Content.

9.2 Users and Registered Users acknowledge that all rights, title, ownership and interest, including Intellectual Property Rights, in and to the IQN App, the technology, the Content and Services and the functionalities is owned by IQN and is protected by law and remains IQN's absolute property. For the avoidance of any doubt, use of the IQN App is licensed (not sold) to Registered Users thus users and Registered Users have no rights, title, ownership or interest, including any Intellectual Property Rights in, or to, the IQN App in accordance with the terms of this TCS.

9.3 Users and Registered Users have no right to have access to the IQN App in source-code form and any copies of the IQN App which users are permitted to make pursuant to this TCS must contain the same copyright and other proprietary notices that appear on the IQN App.

10. Processing of Personal Data

10.1 IQN collects and processes personal data about Registered Users when Registered Users download and install the IQN App and register and use the Services and functionalities. IQN will handle the collection, processing and storage of Registered Users personal data in accordance with our Privacy Policy. Please read and understand the Privacy Policy for more information on what personal data is compulsory and optional to provide and the consequences of providing or not providing such personal data, the grounds for processing Registered Users' personal data, how IQN uses Registered Users' personal data and for what purposes and Registered Users' rights and responsibilities.

11. Amendments of the TCS

11.1 IQN may at any time, bring amendments to these TCS related to, inter alia, the implementation, operation and security of the IQN App. Following such amendments IQN shall inform Registered Users of amendments hereto with reasonable notice. IQN will do this by either sending its Registered Users an email, sending a pop-up notice when Registered Users access the IQN Service or the IQN App, or through a pop-up notice when users log into the IQN App.

11.2 If you do not agree to the Amendments to these TCS, you may end your use of the IQN App in the way set out in clause 8 above.



12. Consequences of breaching the TCS

12.1 Users and Registered Users in breach of these TCS agree to indemnify and hold IQN harmless against any loss, liability, costs, and damages which they may suffer as a result of: (i) infringing any person's rights, including Intellectual Property Rights, in relation to the IQN App and (ii) Registered Users failing to comply with TCS.

12.2 Additionally, IQN reserves the right to check, edit, moderate and/or delete User content submitted by Registered Users or to prevent Registered Users from making comments if they breach these TCS.

13. Exclusions

13.1. The IQN App is made available on an 'as is' basis and without any warranty or other obligation whatsoever. IQN is not obliged to ensure that the IQN App meets Registered Users' expectations, is always available and accessible, is provided without interruptions or error free.

13.2 IQN shall not be liable towards any Registered Users of the IQN App or any third parties for any loss or damage whatsoever resulting from any: (i) errors, mistakes, or inaccuracies appearing on the IQN App or in relation to the Services or Content; (ii) damage resulting from access to and use of the IQN App and Services; or (iii) User content posted on the IQN App by users and Registered Users.

14. Governing law and disputes

These TCS shall be governed by the laws of the Netherlands. Any disputes arising in connection to the TCS shall be settled by the competent courts located in the Netherlands.

15. Further information and contact

For any further information, please contact us at: office@iqnautics.com