

Terms and conditions for Tenere Development and Operations B.V.

April 1, 2020

The service "Tenere" is offered over the internet by the company Tenere Development and Operations B.V. The use of Tenere is subject to the terms and conditions below. Using Tenere constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by Tenere Development and Operations B.V.

Article 1. Use of the service

1.1. The service Tenere allows you to publish advertisements for products and services, and to respond to advertisements by others.

1.2. To use Tenere, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Tenere Development and Operations B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Tenere Development and Operations B.V. that someone else knows your password.

1.4. Tenere processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of Tenere Development and Operations B.V. for more information.

Article 2. Terms of use

2.1. It is not permitted to use Tenere for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist, or to publish advertisements for items that violate applicable law, such as for stolen goods or software without a valid license.

2.2. In addition, on Tenere it is forbidden to: use indecent language;

- publish information where it is unwanted (offtopic);
- publish information that is pornographic or erotic (even if legal under applicable law);
- publish information in violation of copyright or hyperlinks to such information;
- assist others in violating third-party rights, for example by linking to hacking tools or tutorials for committing computer crime that are clearly written to carry out criminal acts (and not to defend against them);
- violate the privacy of third party, for example by distributing their personal data without permission or clear need or the repeated harassment of third parties with unwanted communications;
- and to do anything that violates applicable netiquette.

2.3. Should Tenere Development and Operations B.V. discover that you violate any of the above, or receive a complaint alleging the same, then Tenere Development and Operations B.V. may intervene to end the violation.

2.4. If in the opinion of Tenere Development and Operations B.V. the continued functioning of the computer systems or network of Tenere Development and Operations B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Tenere Development and Operations B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy. Tenere Development and Operations B.V. in particular is entitled to change your contributions at its own discretion.

2.5. Tenere Development and Operations B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition Tenere Development and Operations B.V. is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these terms and conditions, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.

2.6. Tenere Development and Operations B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Tenere Development and Operations B.V. from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. Tenere Development and Operations B.V. makes no promises regarding availability of the service.

3.2. Tenere Development and Operations B.V. actively maintains Tenere. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3. Tenere Development and Operations B.V. may from time to time adapt Tenere. Your feedback and suggestions are welcome but ultimately Tenere Development and Operations B.V. decides which adaptations to carry out (or not).

Article 4. Intellectual property

4.1. The service Tenere, the accompanying software as well as all information and images on the website is the intellectual property of Tenere Development and Operations B.V. None of these items may be copied or used without prior written permission of Tenere Development and Operations B.V., except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Tenere Development and Operations B.V. receives an unlimited license for use of this information, including the right to sell (sublicense) the information to third parties and the right to use this information for other services of Tenere Development and Operations B.V.

4.3. The license of the previous clause is perpetual and irrevocable. The license remains in force after termination of the agreement. In exceptional circumstances where a serious reason calls for it, Tenere Development and Operations B.V. may decide to adapt or remove the information.

4.4. You may change or remove information you publish or store using the service at your own discretion.

4.5. If you send information to Tenere Development and Operations B.V., for example a bug report or suggestion for improvement, you grant Tenere Development and Operations B.V. a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.6. Tenere Development and Operations B.V. shall refrain from accessing data you store or transfer using Tenere, unless this is necessary for a good provision of the service or Tenere Development and Operations B.V. is forced to do so by law or order of competent authority. In these cases Tenere Development and Operations B.V. shall use its best efforts to limit access to the information as much as possible.

4.7. In case Tenere Development and Operations B.V. discovers your contributions have been copied by third parties in combination with contributions of others, then Tenere Development and Operations B.V. is authorized to take legal action against such copying under its own or your name. All costs must be borne by Tenere Development and Operations B.V. but you must offer your cooperation if necessary. This clause does not forbid you from publishing your contributions elsewhere but is aimed at allowing Tenere Development and Operations B.V. to act against copying of (substantially) all contributions to Tenere.

Article 5. Compensation for the service

5.1. To offer you Tenere free of charge, Tenere Development and Operations B.V. presents advertisements of its sponsors on Tenere.

5.2. It is not permitted to block advertisements shown to you. Tenere Development and Operations B.V. is entitled to suspend or block your access to the service if advertisement blocking is detected.

5.3. Consult the Tenere Development and Operations B.V. privacy statement to learn more about your privacy in connection with advertisements.

5.4. Payment is possible as explained further on the website and app.

5.5. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

6.1. Except in case of intentional misconduct or gross negligence Tenere Development and Operations B.V. shall not be liable for the use of the service or any damages in connection therewith.

6.2. Tenere Development and Operations B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to Tenere Development and Operations B.V. at most two months after discovery.

6.4. In case of force majeure Tenere Development and Operations B.V. is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.

7.3. Tenere Development and Operations B.V. is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Tenere Development and Operations B.V. shall first send a reminder mail to the e-mail address connected to your account.

Article 8. Changes to terms

8.1. Tenere Development and Operations B.V. may change or add to these terms and conditions as well as any prices at any time.

8.2. Tenere Development and Operations B.V. shall announce through the service changes or additions at least thirty days before their taking effect.

8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Tenere after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Tenere shall be brought before the competent Dutch court for the principal place of business of Tenere Development and Operations B.V.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Tenere service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Tenere Development and Operations B.V. shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Tenere Development and Operations B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Tenere or the associated business activities.