

User Conditions

Kubify BV

Effective from: 30 June 2020

1. General

- 1.1 These are the User Conditions of Kubify, also operating under the name “Learning Toolbox”.
- 1.2 Kubify provides as part of its Services a Platform for the exchange of information, documents, videos, and other multimedia content, which is accessible by Users either through a web browser or a mobile application (‘App’). The App is free of charge.

2. Definitions

- 2.1 The following terms, whether singular or in plural form, have the following meanings in this document:

Kubify: Kubify B.V., with its registered office in Utrecht and registered with the Dutch chamber of commerce trade register under number 71637761.

Website: kubify.co and ltb.io, including all subdomains.

App: “Learning Toolbox” on iOS and Android.

Platform: online software platform owned by Kubify to which Kubify grants the Client and their Users access through the Website and the App as part of the Services the Client has ordered.

User: an individual who accesses and/or uses the Platform, whether as (i) a member of a Domain, as (ii) registered user but not a member of the Domain, or as (iii) an unregistered user.

Registered User: a User who has registered a local account through the Kubify Website.

User Conditions: the terms and conditions that apply to a User’s use of the Platform.

3. Access to the platform

- 3.1 An individual User can register a personal (password protected) account on the Platform that gives the User access to the Platform. Only the Registered User is allowed to use their personal account. The Registered User may not grant access to (a backup of) the

Platform to a third party, for instance through sharing the username and password, and will keep its account information and password strictly personal.

- 3.2 The Registered User is responsible for (all actions of) the Registered User's account. The Registered User will change their password if the Registered User suspects that someone else has knowledge of their account information and password and immediately inform Kubify about the incident.
- 3.3 Kubify is not responsible for the technical operation and maintenance of a User's internet connection, internal network(s) and all other (information technology) systems that are required for the use of the Platform.
- 3.4 The User agrees that it shall only (allow the) use (of) the Platform for purposes that are permitted under the User Conditions and any applicable law or regulation.
- 3.5 Kubify reserves the right to block any User's access to the Platform as well as the right to take any (reasonable) action in accordance with the nature of any violation if there is a reasonable suspicion that there is a violation of law, these User Conditions or Kubify's Terms & Conditions.
- 3.6 Kubify strives, on a best-efforts basis, to provide 24 hours a day, 7 days a week access to the Platform.
- 3.7 Kubify may regularly suspend (part of) the Platform, including specific Domains and functionalities, for maintenance. In principle, maintenance will be scheduled outside office hours (meaning between 17:00 and 09:00), but may occur during office hours if this is reasonably necessary.
- 3.8 Kubify reserves the right to modify the Platform by removing or adding features and functionality.
- 3.9 Kubify does not guarantee that the Platform, or any part thereof, is faultless. The User should inform Kubify as soon as possible of any faults they become aware of. Any error message or other fault may be reported via e-mail to support@stack.services. Kubify will then try to resolve the problem as quickly as possible.

4. Liability and indemnity

- 4.1 Any liability on the part of Kubify is excluded, unless such liability has arisen due to serious fault (*ernstige nalatigheid*) or gross negligence (*grove schuld*) on the part of Kubify.

- 4.2 In so far as it is established that the aforementioned (full) exclusion of liability cannot be maintained, the amount of the compensation due by Kubify to a User shall never exceed the net invoice value of the service delivered to the User by Kubify during the last (financial) year, or the amount covered under Kubify's liability insurance.
- 4.3 The User indemnifies Kubify for all damages resulting from third party claims resulting from the a User's violation or non-compliance with these User Conditions as well as against any third party claims relating to the User's use of the Platform. The indemnity also covers all damages and (legal) costs Kubify has incurred or shall incur in connection with such claim.

5. Intellectual property rights

- 5.1 Kubify (or its licensors or suppliers) are the exclusive owners of all existing and future intellectual property rights, such as copyrights, trademarks, source code and know-how that are part of the Platform or the service provided by Kubify. Kubify has and shall make no claim to any and all of the Platform's content as generated by the Platform's Users.
- 5.2 Use or sharing of (a back-up of) the Platform, in so far as this use of sharing would constitute a breach of the intellectual property rights reserved under article 5.1 of these User Conditions Terms, after termination of the Agreement is prohibited and constitutes a violation of Kubify's intellectual property rights.

6. Privacy statement

- 6.1 Personal data will be processed by Kubify in accordance with its privacy statement, which can be found on the website and the mobile app.

7. Other provisions

- 7.1 If one or more provisions in these User Conditions are, or become, (partially) invalid, the remaining provisions will remain in force. In such a case, Kubify and User agree to replace the invalid part of the User Conditions with valid provisions that legally, in as far as possible and with regard for the entire content and meaning of these User Conditions and the Agreement, correspond best with the invalid provision(s).
- 7.2 Any oral Agreements, including amendments or current Agreements, between the Kubify and the User shall have no effect, unless they have been confirmed in writing.
- 7.3 The provisions relating to liability, intellectual property and dispute resolution shall survive termination of the Agreement between Kubify and the User.
- 7.4 The User is not permitted to transfer any rights or obligations related to an Agreement between the User and Kubify to a third party without the written consent of Kubify.

7.5 These User Conditions, as well as all rights, obligations, offers, orders and Agreements to which these User Conditions apply, are governed by Dutch law only and all disputes relating thereto shall be submitted exclusively to the competent court in Utrecht, the Netherlands.