

Terms of Use E-Moodboard B.V.

1 - In general

E-Moodboard B.V. (hereafter: E-Moodboard) is registered at the Dutch Chamber of Commerce with registration number 78633184 and is established at Soestdijkseweg Zuid 87A-7, 3732 HE De Bilt, The Netherlands. E-Moodboard is the supplier of the E-Moodboard application which User can use. In using the E-Moodboard application User agrees to these Terms of Use.

User must accept these Terms of Use before they can use the E-Moodboard application. If User does not agree with these Terms of Use, E-Moodboard urges User not to continue using the E-Moodboard application. E-Moodboard advises everyone who uses this E-Moodboard application to regularly read these Terms of Use for possible adaptations.

If one or more provisions of these Terms of Use are partially or fully void or will be partially or fully nullified, the remaining provisions of these Terms of Use will be maintained and the void/nullified provision(s) will be replaced by a provision in the same vein as the original provision. Ambiguities about content, explication or situations that are not defined in these Terms of Use are to be judged and explained to the spirit of these Terms of Use.

By using the E-Moodboard application User agrees that E-Moodboard communicates with User about its services (including electronic communication). When mentioning the application in these Terms of Use, the online web portal is referred to correspondingly.

2 - Privacy, data processing and security

E-Moodboard carefully treats the (personal) data of User. Processing of personal data exclusively takes place in support of the execution of E-Moodboard's services. E-Moodboard will not use the personal data for any other purpose and will not retain the personal data longer than necessary. More information can be found in the Privacy Statement of E-Moodboard.

3 – Use of the E-Moodboard application

1. E-Moodboard endeavours to make the E-Moodboard application available to User. All services are executed based on a best effort obligation. User has access to the E-Moodboard application after User has created an account for the application.
2. User is at all times responsible themselves for all data and information they post or have posted by another party on their account and/or the E-Moodboard application. If User supposes that the data provided by them are incomplete or incorrect, User will notify E-Moodboard immediately and provide the correct and full information. User must keep their data up to date themselves and has the possibility to change their own detail in their own account for this purpose.
3. E-Moodboard is entitled to set further limitations or conditions to the access and use of certain parts or functions of the application, such as, but not limited to: creating an account, finishing a verification process and/or meeting specific quality or eligibility requirements.

4 – Obligations when using the E-Moodboard application

1. User has at all times the independent responsibility for the use of the E-Moodboard application. User is obliged to abide with the following requirements when using the E-Moodboard application. User must refrain from the usage of the E-Moodboard application:

- a. to use manual or automated software, devices or other processes to index or scrape the data, used within the E-Moodboard application, on the internet.
- b. for illegal activities or activities that are in conflict with public decency and/or public order.
- c. to copy (parts) of E-Moodboard's application.
- d. to damage the interests of E-Moodboard in any other way.

2. In case of (possible) illegal acts E-Moodboard has the right to file a report and to hand over the data provided by User to the competent authorities, as she has the right to fulfil all acts required for the investigation. E-Moodboard has the right to suspend or terminate the access of User to the E-Moodboard application.

3. Besides legal obligation, damage due to incompetence or non-compliance with abovementioned points are at risk and expense of User.

4. User is responsible themselves for the adequate protection and security of the (mobile) device on which they use the E-Moodboard application, as well as the protection and secrecy of their own login credentials.

5. Every user must create an account to ensure access and use of the application.

6. The account can be registered through an e-mail address and password, unless mentioned differently.

7. User is required to provide the correct and complete information during registration and to keep the account up to date at all times.

8. User is responsible themselves for their login credentials and should not give these login credentials to third parties. If User suspects that the login credentials are lost or stolen, or if there is a suspicion of unauthorized use of the account, User is compelled to contact E-Moodboard forthwith. User is liable for all activities executed through their own account, unless User can demonstrate that they have not been in negligence. Negligence includes, but is not limited to: forsaking to report unauthorized use or the loss of login in credentials.

9. User is not allowed to share personal data of other Users, not even if these Users have made their data on the application public.

10. Discrimination, swearing, name-calling, foul language, harassment, and bullying or hurting other Users (or other possible receivers of messages) is not tolerated and could lead to the suspension and/or termination of the access to the E-Moodboard application.

5 - Access

1. E-Moodboard solely offers the use of the E-Moodboard application. E-Moodboard is under no circumstances responsible for and/or has influence on the execution of the offered services by affiliated network operators.

2. All information and numbers displayed on the E-Moodboard application are published with reservation of misspellings and typing errors.
3. User ensures that all data which E-Moodboard indicate to be necessary or of which User could/should reasonably assume the importance for the access and/or use of the E-Moodboard application are provided to E-Moodboard in time.
4. E-Moodboard is not liable for damage, of whatever nature, that has arisen because E-Moodboard has relied on incomplete and/or incorrect data provided by User to E-Moodboard, unless E-Moodboard was explicitly aware of this incompleteness and/or incorrectness.

6 – Availability E-Moodboard application

E-Moodboard does not vouch that the services will always fully meet the previously emerged expectations. She strives to endeavour to uninterruptedly offer the E-Moodboard application and access to the E-Moodboard application for as far as possible, nevertheless E-Moodboard does not vouch for the complete availability at all times of her application. E-Moodboard is entitled to suspend the use of the E-Moodboard application if and insofar she suspects danger to the indefectible functioning of the E-Moodboard application. Furthermore, E-Moodboard has the right to take any action deems reasonably necessary to guarantee the effective functioning of the E-Moodboard application.

7 - Notice and takedown

If and insofar the rights of E-Moodboard or third parties have been infringed and/or User has acted unlawfully, E-Moodboard is entitled to shut down respective part(s) of the E-Moodboard application or to shut User off of the usage of the application. E-Moodboard will immediately remove possible infringing and/or damaging information. E-Moodboard is under no circumstances liable for the damage suffered of any nature due to the (temporary) taking down of the service and/or the removal or cession of data.

8 – Disruption and repairment

If and when User is affected by a disruption and/or the application has not been properly installed or does not work adequately, User can make use of help at distance. User can contact E-Moodboard for this through the contact details on the website of E-Moodboard or through info@e-moodboard.com.

9 - Payment

1. The right to use the E-Moodboard application is subject to a fee that User owes E-Moodboard for the overall use of the services of E-Moodboard. The content thereof and the conditions applicable to it will be presented to User before the start of the agreement.
2. If User does not fulfil their (payment) obligations arising the agreement or these terms, E-Moodboard is entitled to terminate the agreement and/or suspend if not discontinue the use of the E-Moodboard application

10 – Limitations liability

1. User indemnifies E-Moodboard from the moment User first employs the E-Moodboard application for all emerging damages, save intent or gross negligence on the part of E-Moodboard.
2. E-Moodboard is not liable for the responsible execution of the agreement on part of the network operator.
3. E-Moodboard is not liable for damage caused or possibly caused by (incomplete and/or incorrect) information on the E-Moodboard application or on the linked websites or applications
4. If the execution by E-Moodboard of Agreement leads to liability of E-Moodboard towards User, that liability is limited to the extent of the costs made and invoiced by E-Moodboard related to the direct costs. Direct costs is understood to mean the reasonable costs made to limit or prevent direct damage, examination to the cause of damage, the direct damage, the liability and method of recovery.
5. E-Moodboard is under no circumstances responsible for mistakes and/or irregularities in the functioning of the E-Moodboard application and is not liable for disruptions or the unavailability of the E-Moodboard application due to whatever reason, or the loss and/or corruption of data and information of User.
6. E-Moodboard does not vouch for the correct and complete transmission of the content of e-mail correspondence from/on behalf of E-Moodboard, nor can she vouch the timely reception thereof.
7. E-Moodboard is not liable for account information of User which E-Moodboard has not, incorrectly or not timely received. E-Moodboard cannot be held accountable if User does not keep their login and/or account details in a safe place.
8. All claims of user because of shortcomings on the part of E-Moodboard will expire if they have not been reported to E-Moodboard in writing and with motivation within a year. Each and every claim to compensation towards E-Moodboard must be reported in writing, no later than one year after User was aware or could reasonably be aware of the facts upon which they base their claims. After this period such claims will expire.

11 – Force majeure

1. E-Moodboard is not liable when she cannot fulfil her obligations due to a situation of force majeure, nor can she be adhered to the fulfilment of any obligations, if she is hindered as a consequence of a circumstance that is not due to blame, by virtue of law, a juridical act or generally accepted principles.
2. Force majeure shall be taken to mean at least, but not limited to what is understood in law and jurisprudence, (i) failure to properly fulfil obligations of suppliers, (ii) inadequacy of goods, devices, software or materials of third parties, (iii) state intervention and government measures, (iv) state intervention and government measures, (v) power outages and disruptions, (vi) disruptions of internet, data network facilities and/or telecommunication facilities (for example due to: cyber criminality or hacking), (vi) fire, (vii) natural disasters. (viii) war and terroristic attacks, (ix) general transport difficulties, (x) labour strike in the company of E-Moodboard, and (xi) further situations that to the best judgment of E-Moodboard fall outside of her influence and temporarily or permanently hinder the fulfilment of her obligations.
3. E-Moodboard has the right to invoke force majeure, if the circumstance that hinders (further) fulfilment of obligations occurs after E-Moodboard should have kept to its commitment.

12 – Agreement with network operator

E-Moodboard exclusively offers an E-Moodboard application that User can employ and she has no influence on the arrangement and agreements between User and network operator. The network operator is at all times responsible for the execution of their service(s). User is responsible themselves for the provision of complete and correct information to network operator. Possible consequences of inaccuracy and/or incompleteness of that information is at risk and expense of User.

13 - Intellectual property rights

1. User is forbidden to infringe E-Moodboard's intellectual property rights or E-Moodboard's reputation. All intellectual property rights and copyrights on the E-Moodboard application, including graphic design, ideas, concepts and further related to the E-Moodboard application rest exclusively with E-Moodboard and are explicitly not transferred to user.

2. User has the non-exclusive right to use the E-Moodboard for their own personal and private use.

3. The software of the E-Moodboard application remains at all times property of E-Moodboard. The software only functions in combination with the agreement that User has to enter, and according to the purpose for which the application has been developed. User is forbidden to make unreadable any indication of connection to the intellectual property right of E-Moodboard, or any legally required labels or indication, or indications such as the CE marking of the E-Moodboard application, neither are they allowed to change or remove these.

14 – General conditions (of sale)

The general conditions (of sale) are also applicable to the use of the E-Moodboard application. If certain cases are not explicitly regulated in these Terms of Use, reference is made to the (content) of the general conditions (of sale) of E-Moodboard.

15 - Complaints

1. If User is not satisfied with the services of E-Moodboard, offered by means of the E-Moodboard application, User is obliged to inform E-Moodboard about these complaints as soon as possible, but at the latest within the first 14 calendar days after the related reason of complaint. Complaints can be reported via info@e-moodboard.com containing "Complaint" as subject.

2. Complaint has to be motivated and/or clarified sufficiently for E-Moodboard to be able to be treated and be well founded.

3. E-Moodboard will as soon as possible, but at the latest within 14 calendar days after receiving the complaint, respond substantively to complaint.

4. Disruptions and/or problems caused by improper use are at risk and expense of User.

16 - Adaptations

E-Moodboard has the right to adapt these terms unilaterally. User will be informed about these adaptations as soon as possible. User can access and read the changed terms at all time on the E-Moodboard application.

17 – Dispute settlement

1. Dutch law is applicable to the legal relationship between E-Moodboard and Customer
2. In case a provision of these terms proves to be void, if not ineffective, both parties remain bound to the other provisions. Both parties will replace a void and/or ineffective provision by a provision of which the scope will be similar to the provision(s) to be replaced, in the framework of these terms.
3. All conflicts between E-Moodboard and user are to be settled at the competent court of Midden-Nederland, location Utrecht, unless mandatory law provisions lead to the jurisdiction of another court.

De Bilt (The Netherlands), March 1th 2021

These terms of use and the general terms and conditions of E-Moodboard B.V. have been filed with the registrar of the court of Midden-Nederland, location Utrecht under number 19/2021, will be sent free of charge on request and can be consulted on the website www.e-moodboard.com.