

Terms of use Creditable

The service “Creditable” is offered over the internet in the form of Software-as-a-Service by the company eValue8 BV. The use of Creditable is subject to the below terms and conditions. Using the service constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by eValue8 BV.

Article 1. Use of the service

1.1. The service Creditable allows users to create a profile, purchase flexible reading credit in the form of credits, read articles from affiliated partners (publishers/authors) against payment of credits, and discover preferences for writers, publishers and mediatitles. Creditable helps partners reach a wider audience and allows them to charge Creditable users for reading an individual article using credits. eValue8 BV facilitates, but does not mediate in the actual payment with credits for access to an article or the purchase of credits. eValue8 BV does monitor appropriate and legal use of the service and registers purchases of access to articles and purchases of credits in order to compile statistics, preferences and advice and make them available via the account.

1.2. To use Creditable, 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 choose a password carefully and keep the password strictly confidential. eValue8 BV 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 eValue8 BV that someone else knows your password. Our employees do not have access to you password. In case you forgot your password or in case you suspect misuse, you can change your password yourself via the website or the app.

1.4. The service Creditable processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of eValue8 BV for more information.

Article 2. Terms of use

2.1. It is not permitted to use Creditable 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.

2.2. In particular it is not permitted to create profiles on Creditable under the names of other people or to pretend to be another person, or a moderator/maintainer of the service.

2.3. In addition, on Creditable it is forbidden to

- use indecent language;
- publish information that is illegal;
- publish information in violation of copyright or refer 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.

2.4. Should eValue8 BV discover that you violate any of the above, or receive a complaint alleging the same, then eValue8 BV may intervene to end the violation.

2.5. If eValue8 BV has reasonable grounds to believe that the user is utilizing Creditable for any such illegal or disruptive purpose eValue8 may suspend the Services immediately with or without notice to the customer. eValue8 may terminate the agreement if Customer in fact fails to adhere to the foregoing acceptable use standards.

2.6. If in the opinion of eValue8 BV the continued functioning of the computer systems or network of eValue8 BV or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of data by uploading or downloading of content, leaks of personal data or virus activity, eValue8 BV may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.7. eValue8 BV is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.8. eValue8 BV may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless eValue8 BV from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. eValue8 BV guarantees availability of the service 99,5% of the time (scheduled maintenance excluded).

3.2. eValue8 BV actively maintains the service. In case maintenance is reasonably expected to negatively impact availability, eValue8 BV carry out such maintenance at night (between 23.00 and 07.00 CET) or at times when use of the service is relatively low according to our statistics.

Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.

3.3. eValue8 BV may from time to time adapt the service. Your feedback and suggestions are welcome but ultimately eValue8 BV decides which adaptations to carry out (or not).

Article 4. Intellectual property

4.1. Creditable, the accompanying app(s), scripts and software as well as all information and images on the website is the intellectual property of eValue8 BV. None of these items may be copied or used without prior written permission of eValue8 BV, except and to the extent permitted by mandatory law.

4.2. Information you store or process using Creditable is and remains your property (or the property of your suppliers or licensors). You are responsible for this information. eValue8 BV receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to eValue8 BV, for example a bug report or suggestion for improvement, you grant eValue8 BV a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. eValue8 BV shall refrain from accessing data you store or transfer using the service, unless this is necessary for a good provision of the service or eValue8 BV is forced to do so by law or order of competent authority. In these cases eValue8 BV shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

5.1. A fee is payable for reading articles on publisher/partner websites via Creditable. This fee must always be paid in advance. A users pays for an article with credits.

5.2. You pay a number of credits for each article that you want to read via Creditable at a partner/publisher website. The number of credits is stated on the payment button. This fee (the number of credits) depends on, among other things, the source, length and depth of an article and is set by the publisher/author.

5.3. You need to buy credits in advance. You can buy credits per bundle or via subscriptions.

5.4. Credits in the form of bundles can be ordered via the webshop on the Creditable website, via the Creditable app or via the Creditable popup tool on the website of partners/publishers. Payment of

credit bundles can be made via iDeal, via credit card, via PayPal, or according to the payment instructions with the payment provider.

5.5. Credits in the form of subscriptions can be ordered via the webshop on the Creditable website or in the Creditable app. Payment of subscriptions can be made by credit card, by direct debit or on account by transferring the amount to the bank account of eValue8 BV.

5.6. If you buy a subscription via our webshop, the first term needs to be paid immediately by iDeal online payment, by creditcard, by PayPal money transfer or as explained further on the website.

5.7. Because the reading of articles on publishers/partners websites via Creditable (access to an article) is provided directly at your express request, a payment of credits cannot be refunded.

5.8. Credits (bought as bundle or subscription) are not refunded. eValue8 BV is entitled to cancel the validity of credits purchased more than a year ago.

Article 6. Limitation of liability

6.1. Except in case of intentional misconduct or gross negligence the liability of eValue8 BV shall be limited to the amount of credits spent by you, or the amount paid for your subscription, in the three months prior to the moment the cause of the damage occurred.

6.2. eValue8 BV 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 eValue8 BV at most two months after discovery.

6.4. In case of force majeure eValue8 BV 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 Creditable and then remains in force until terminated.

7.2. Subscriptions of non-business users (consumers) are always automatically renewed. Consumers with a subscription can always cancel their subscription with a notice period of one month. In the event of untimely cancellation, the cancellation will be converted to cancellation as of the earliest possible date.

7.3. All business subscriptions will automatically renew for additional terms of the same period as the initial term of the subscription. Business users can give notice of cancellation at least 3 months prior to the expiration of the original term or any renewal thereof. In case of untimely cancellation, the cancellation will be converted to a cancellation by the first possible date.

7.4. Services will be temporarily terminated if payments for active subscriptions are not received within the terms, after a seven days' notice via email.

7.5. Your account will automatically be deleted if:

- if you have not used the service at all in the last 3 months
- and if you have not purchased credits the last 12 months
- and if you don't have an active subscription

In such an event eValue8 BV shall first send a reminder mail to the e-mail address connected to your account.

7.6. Upon request and payment of an additional fee eValue8 BV may provide you with a copy of the data stored using the service. Contact us for options and costs.

Article 8. Changes to terms

8.1. eValue8 BV may change or add to these terms and conditions as well as any prices (creditbundles or subscriptions) at any time.

8.2. eValue8 BV shall announce through the service changes or additions at least thirty days before

their taking effect. Price changes shall not apply to already-purchased credits.

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 The Digital Signage service after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

8.4. Creditable partners (authors/publishers) may change the prices of articles (the number of credits that must be paid to access / read the article) at any time. They do not announce this in advance. You decide at any time whether or not you want to pay the price for access to an article. From the moment of payment you have access to the article for a certain time, regardless of whether the price of this article changes afterwards.

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 the service Creditable shall be brought before the competent Dutch court for the principal place of business of eValue8 BV.

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 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 eValue8 BV 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. eValue8 BV is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of the service Creditable or the associated business activities.