

# Terms & conditions

KNOWCO terms and conditions (Model 1.3)

## 1. Definitions

In these terms & conditions the following definitions will be used, in the singular as well as the plural:

- **A.** User: anyone using KNOWCO products and services.
- **B.** KNOWCO: KNOWCO B.V. or any of its subsidiaries, making use of the brand KNOWCO.

## 2. General

- **A.** KNOWCO supplies services and products to Users, which enable them to accept investment, or offer investment.
- **B.** By using our products and/or services any User agrees to these terms & conditions. It is at KNOWCO's discretion whether any party can become a User. These conditions apply to all our products, services and the website.

## 3. Changes to these terms & conditions

- **A.** KNOWCO may change these terms & conditions at any time, for example in response to changed conditions or change in legislation. As soon as a new version is available this will be published on the website (s).

## 4. Normal and accepted use

- **A.** The online system for investment is open to normal and accepted use by Users. The User will not jeopardize the functioning of the system in any way. The User will not add or extract data beyond what is consistent with normal and accepted use. KNOWCO determines what is considered normal and accepted use. In principle, all actions are considered normal use which will allow a User stay up to date with the development of KNOWCO and the KNOWCO products and/or allow the User to gain additional information about an investment round set up by a User.
- **B.** User will ensure that their equipment is adequately secured and their software is protected against viruses and other potentially damaging factors.
- **C.** It is only allowed to use a normal web-browser when approaching the website(s). Using an automated system, such as a robot, spider or offline reader will be sanctioned with a denial of access to the platform.
- **D.** Without explicit permission from KNOWCO it is not allowed to collect personal information about the Users of the website or handle this information in any other way.
- **E.** As an exception to the previous clause will be public search engines, provided they are collecting information with the aim of making published search indices for the material.

## 5. Privacy

KNOWCO manages personal information in compliance with relevant law. On the KNOWCO website a Privacy Policy is specified. This Privacy Policy is part of these conditions and an agreement with these conditions is an agreement with the Privacy Policy. The Privacy Policy can be changed by KNOWCO unilaterally. If the Privacy Policy is changed this will be published on our website.

## 6. Users

- **A.** Anyone over the age of 18 can register as a User. During registration you are required to provide factually accurate information.
- **B.** For any User the following will apply:
  - **I.** The password for your account should be kept in a safe place unavailable to third parties. If the security of a password is breached you should reset your password immediately.
  - **II.** The User can log in through a third party – e.g. Twitter, Facebook or Google. In this case User authorizes Investee to allow access to the account through open authorisation (oAuth).
  - **III.** Access to the User's email account – used for communications from your KNOWCO account – should be carefully controlled. Persons who have access to that email account are also able to enter your KNOWCO account. Any loss or damage suffered by the User as a consequence of poor access control are entirely the responsibility of the User.
  - **IV.** By storing information about securities in a KNOWCO account the User declares that the email account associated with that KNOWCO account is an up to date contact address, and further agrees that this email address can be used for formal communications such as updates, calls to elections, etc, by the issuer of the securities, or any other party involved, as described in the associated securities' contracts. Any loss or damage suffered by the User as a consequence of providing inaccurate address information or failing to update address information is entirely the responsibility of the User.
  - **V.** User is responsible for any activities carried out from his account with the KNOWCO.

## 7. Intellectual property

- **A.** The contents presented on the website of the KNOWCO fall under copyright. Users are not permitted to copy or publish these contents other than for the normal use described in these terms & conditions,

without prior written permission from KNOWCO or the corresponding holder of the copyright.

- **B.** Without prior permission of KNOWCO it is not allowed to use KNOWCO's brands.

## 8. Liability disclaimer

- **A.** The KNOWCO products and the KNOWCO website have been assembled with great care. KNOWCO offers no guarantees, advice or recommendation as to the suitability of the offered information documents or other products for the purpose any User may have. Possible shortcoming of any agreements between Users are not the responsibility of KNOWCO, but exclusively the responsibility of the parties to such an agreement.
- **B.** KNOWCO is not responsible for information placed by Users. A User who concludes that information on the site may be in violation of law must report this to KNOWCO.
- **C.** KNOWCO has no control over, or insight into, the management of third parties and therefore will not offer any guarantees as to the availability of her website(s) and services.
- **D.** KNOWCO realises that access to the KNOWCO's website(s) and/or services may be illegal in other countries. Each User will bear full responsibility for acting in accordance with local legislation.
- **E.** KNOWCO can, for the reasons indicated, not accept any responsibility for any damages that may occur to Users or third parties as a consequence of a failure of these websites and/or services offered by KNOWCO. Only in the case of gross negligence on the side of KNOWCO can an exception be made. The possible liability of KNOWCO reaches no further than direct damage that the User can prove. KNOWCO is never responsible for any indirect damage suffered by User.
- **F.** KNOWCO is not responsible for damages as a consequence of incorrect information provided by User while generating their account.
- **G.** Each User needs to read and understand the risks of investing in the financial instruments which are offered by Users, using the

products of KNOWCO. If the Investor is not able to assess such risks adequately the User is recommended not to use those financial instruments. KNOWCO is never responsible for the success or failure of an investment in a company. Every User acknowledges that KNOWCO does not give investment advice.

## 9. Entering this agreement

- **A.** This agreement is valid without a set end date. The User can terminate the agreement through a written notice to KNOWCO.
- **B.** KNOWCO is authorized to terminate this agreement in writing immediately and without incurring liability and/or to postpone any obligations of KNOWCO under this agreement and/or to exclude any User permanently from the online services offered and/or products of KNOWCO and/or to remove any information placed by the User on the website if:
  - **I.** User does not fulfil their commitments from this agreement fully or in a timely manner;
  - **II.** User does not accept a change in these terms & conditions
  - **III.** Information is obtained by KNOWCO that gives good grounds to suspect that User will not honour its agreements;
  - **IV.** Circumstances arise which make compliance with this agreement unreasonable;
  - **V.** KNOWCO is made aware that the User has been involved in any way in placing information on the site of a discriminatory or offensive nature;
  - **VI.** KNOWCO is made aware that the User has placed information on the website which is protected through intellectual property rights of a third party;
  - **VII.** KNOWCO is made aware that User is involved in placing information on the website which could be damaging to the reputation of KNOWCO or otherwise be harmful to KNOWCO;
  - **VIII.** User is declared bankrupt or an application for bankruptcy is made against the User;

- **IX.** User is granted suspension of payments on the grounds of insolvency or requests are made for such a suspension;
- **C.** If KNOWCO chooses to take actions as described for one of the reasons described then KNOWCO is not liable to compensate any damages or costs arising from this. KNOWCO can take action against User to compensate for damages. In such a situation the KNOWCO can exclude User from the website and remove any content placed by them.

KNOWCO is not bound by any obligation towards User if KNOWCO is prevented from carrying out an obligation by circumstances beyond their responsibility which are neither by law, legal action or common understanding considered the responsibility of KNOWCO.

## 10. Final provisions

- **A.** If any part of this agreement is null and void this does not void the entire terms & conditions. In this case such a part of this agreement that is voided will be replaced with a stipulation that approaches the voided original as closely as possible.
- **B.** If different translations of these terms & conditions conflict, the text of the Dutch language version will apply.
- **C.** These terms & conditions fall under Dutch law. The application of the Vienna Convention is excluded.
- **D.** Any disputes will be submitted to the relevant courts in Amsterdam.