

USER AGREEMENT

1. INTRODUCTION

1.1 COMMUNITY

betoobe is a community. Its mission is to connect freelancers allowing them to be more productive and successful. Basically, by using this platform, you enter into a contract with betoobe which, in turn, provides services designed to promote professional development, support mutual exchanges and stimulate business opportunities within and beyond the community.

1.2 CONTRACT

When you register and join the betoobe Service, you become a Member. If you have chosen not to register for our Services, you can access the home pages as a "Visitor."

You agree that by clicking "Join Now", "Join betoobe", "Sign Up" or similar, registering, accessing or using our Services (described below), **you agree to enter into a legally binding contract** with betoobe (even if you are using our Services on behalf of a company e.g. your consultancy company).

The contract between you and betoobe consists of the following documents accessible on the betoobe website betoo.be: User Agreement, Compensation Plan and Professional Community Policy.

Also, the Services referred to hereafter are submitted to the following policies that constitute their binding framework of reference: the Privacy Policy, the Cookie Policy and the Copyright Policy.

If you do not agree to these terms, do **not** click "Join Now" (or similar) and do not access or otherwise use any of our Services.

If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

1.3 SERVICES

This Contract applies to betoo.be, and other betoobe-related sites, apps, communications and other services offered under this Contract ("Services"). **Registered users** of our Services are "**Members**" and unregistered users are "Visitors".

betoobe is a trademark © of WinIgnite BVBA. You are entering into this Contract with WinIgnite BVBA (also referred to as “we” and “us”), the company managing the Services:

WinIgnite BVBA, Company Register BE719.778.701, registered office at B-1930 Zaventem, Belgium Da Vincilaan 1.

The managing directors of WinIgnite BVBA are Jean-Paul Delmeire and Peter Janssens. They constitute the governing body of the betoobe ecosystem until the moment the betoobe platform will be incorporated as a legal entity with its own general meeting of shareholders and a board of directors, capable of delegating powers to management.

1.4 CHANGE

We may modify this User Agreement from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

2. OBLIGATIONS

2.1 SERVICE ELIGIBILITY

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the “Minimum Age” (described below) or older; (2) you will only have one betoobe account which must be in your real name; and (3) you are not already restricted by betoobe from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

“Minimum Age” means 16 years old. However, if law requires that you must be older for betoobe to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 YOUR ACCOUNT

As a Member you are an account holder. Therefore, you are responsible for anything that happens through your account unless you close it or report misuse. You agree to: (1) use a strong and secure

password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections) and (4) follow the law and our list of Do's and Don'ts and [Professional Community Policies](#).

2.3 PAYMENT

If you buy any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes. Failure to pay these fees and taxes will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- If you purchase a subscription, your payment instrument of choice automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, remember to cancel your subscription before the renewal date! This can be done in a few clicks through your account dashboard.
- Your purchases of Services are subject to betoobe's refund policy.

You can get a copy of your invoices: go to your betoobe Membership settings under "Payments".

2.4 SHARING

Our Services allow messaging and sharing of information in many ways: publishing your profile, links to news articles, job postings, messaging and blogs. Information and content that you share, or post can be seen by other Members. We will respect the choices you make about who can see content. For job searching activities the default setting is to not notify your network or the public. If you apply for a job through our Service or opt to signal that you are interested in a job, our default is to share it only with the job poster.

3. RIGHTS AND LIMITS

3.1 €: YOUR COMPENSATION

Your activities in the betoobe ecosystem are rewarded. Summarised, you can recruit and support other members ("caring"), deliver peer to peer training ("mindsharing"), activate other members by matching them with a job opportunity ("activating"), or manage communities ("Managing Members").

Please find the details of the current compensation plan here: <https://betoo.be/20200110-betoobe-compensation-plan>. If the modalities of the compensation plan are modified, all Members will be notified prior to the plan's update on the platform's website by a general email.

3.2 YOUR CONTENT

You own the content that you submit or post to the Services. Therefore, you alone are liable for your content that will have to comply with all applicable laws, including regulations about non-discrimination, anti-racism, privacy and intellectual property. Your content should be truthful, reliable and accurate and non-offensive to any Member.

By using the Services, you agree to grant betoobe and its affiliates the following non-exclusive license: a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.

These rights are limited in the following ways:

- 3.2.1 You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- 3.2.2 We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your postings and publications may be visible and included with ads, as noted in the [Privacy Policy](#).
- 3.2.3 We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public", we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services.
- 3.2.4 Exceptionally, we may find it necessary for the purpose of providing our Services to edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), but we will not modify the meaning of your expression.
- 3.2.5 Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a [Creative Commons license](#).

You agree that betoobe may access, store, process and use any information and personal data that you provide in accordance with the terms of the [Privacy Policy](#) and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to betoobe, you agree that betoobe can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights), nor will it be discriminatory, racist, offensive or violate any other laws. You agree that your profile information will be truthful.

3.3 SERVICE AVAILABILITY

We may change or discontinue any of our Services. betoobe is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our [Privacy Policy](#).

3.4 OTHER CONTENT, SITES AND APPS

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, maybe even misleading, illegal, offensive or otherwise harmful. As a principle, betoobe does not review content provided by our Members or others because we only provide the platform for Members to publish their content, without prior screening or any form of censorship. You agree that we are not responsible for others' (including other Members') content or information. We cannot prevent possible misuse of the Services, and you agree that we are not responsible for any such misuse.

You are responsible for deciding if you want to access or use third-party apps or sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your betoobe account, that app or site can access information on betoobe related to you and your connections. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. betoobe is not responsible for these other sites and apps and you should use these at your own risk.

3.5 INTELLECTUAL PROPERTY RIGHTS OF BETOOBE

betoobe reserves its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services.

Trademarks and logos used in connection with the Services are the trademarks of their respective owners. betoobe, WinIgnite, and “betoo” logos and other betoobe trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of WinIgnite bvba.

3.6 AUTOMATED PROCESSING

We will use the information and data that Members gave us to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend training programs or jobs to you. Keeping your profile accurate and up to date helps us making these recommendations more relevant.

4. DISCLAIMER AND LIMIT OF LIABILITY

4.1 NO WARRANTY

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

TO THE EXTENT ALLOWED UNDER LAW, BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

4.2 EXCLUSION OF LIABILITY

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS BETOOBE HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, A MAXIMUM AMOUNT OF TWELVE MONTHS MEMBERSHIP FEES.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THIS USER AGREEMENT BETWEEN YOU AND BETOOBE AND SHALL APPLY TO ALL CLAIMS (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF BETOOBE OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

5. SUSPENSION AND TERMINATION

Parties may terminate this Contract at any time with notice to the other. You can close your account on the membership section of your profile. On termination, you lose the right to access or use the Services. The following shall survive termination:

- betoobe's rights to use and disclose your feedback;
- Members' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 4, 6, 7, and 8.2 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

betoobe reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. betoobe reserves the right to restrict, suspend, or terminate your account if betoobe believes that you may be in breach of this User Agreement or the law or are misusing the Services (e.g., violating any of the Do's and Don'ts or Professional Community Policies).

6. GOVERNING LAW AND DISPUTE RESOLUTION

You and WinIgnite BVBA agree that the laws of Belgium, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and WinIgnite BVBA agree that claims and disputes can be litigated only in Brussels, Belgium, and we each agree to personal jurisdiction of the courts located in Brussels, Belgium.

7. GENERAL TERMS

If a court with authority over this User Agreement finds any part of it unenforceable, we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

To the extent allowed by law and the Belgian courts, the English language version of this User Agreement is binding, and other translations are for convenience only. This User Agreement

(including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements, correspondence, proposals and verbal understandings for the Services.

If we do not act to enforce a breach of this Contract, that does not mean that betoobe has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that betoobe may assign this Contract to its affiliates or a third party without your consent.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. DO'S AND DON'TS

8.1 DO'S

You agree that you will:

- 8.1.1 Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- 8.1.2 Provide accurate information to us and keep it updated;
- 8.1.3 Comply with the by-laws of the legal entity that will incorporate the betoobe platform. Those by-laws will be made available at that time through the following hyperlink: [URL BY-LAWS].
- 8.1.4 Use your real name on your profile; and
- 8.1.5 Use the Services in a professional manner.

8.2 DON'TS

You agree that you will not:

1. Create a false identity on betoobe, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;
2. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles or other data from the Services;
3. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of betoobe;

5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may explicitly give in writing or by posting under a Creative Commons license;
7. Violate the intellectual property or other rights of betoobe, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “betoobe” or our logos in any business name, email, or URL except with our prior consent;
8. Post anything that contains software viruses, worms, or any other harmful code;
9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
10. Imply or state that you are affiliated with or endorsed by betoobe without our express consent (e.g., representing yourself as an accredited betoobe trainer);
11. Trade, sell, license otherwise monetize the Services or related data or access to the same, without betoobe’s consent;
12. Deep link to our Services for any purpose other than to promote your profile or a Group on our Services, without betoobe’s consent;
13. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
14. Monitor the Services’ availability, performance or functionality for any competitive purpose;
15. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
16. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
17. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
18. Violate the [Professional Community Policy](#) or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

9. COMPLAINTS REGARDING CONTENT

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a [policy and process](#) for complaints concerning content posted by our Members.

10. NOTICES

If you want to send us notices or service of process, please contact us by mail at legal@betoo.be or by post at Winlgnite BVBA, c/o betoobe, Da Vincilaan 1, B-1930 Zaventem.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You undertake to keep your contact information up to date. Please review your personal settings to control messages you receive from us.