

Terms of use

June 2022

This website is operated by STELLA consultancy, located in The Netherlands.

These terms of use ("**Terms**") govern the access, browsing and use by the users ("**User**" or "**Users**", as applicable) of <https://www.ingeniums.nl/>, including any of its subdomains and/or sections ("**Website**"); as well as the services rendered through the Website ("**Service**" or "**Services**", as applicable) which include the download and use of certain content.

Accessing and using the Website implies that the User has read and accepts to be bound by these Terms without exception. In case the User does not accept the Terms or have any objection to any part of the present Terms, the User must not use the Website.

The Company may modify the Terms at any time and thus we recommend that the Terms are reviewed on a regular basis by the User. The date at the beginning of these Terms refers to the latest update of these Terms, which will be applicable from the date of publication.

Some Services provided through the Website may be subject to specific conditions or instructions that must be accepted by the User prior to the provision of the relevant Service. These specific conditions may be imposed by the Company or by third parties. Such specific conditions shall apply in addition to the Terms and, in case of conflict, shall supersede the Terms. Accordingly, the User must read and accept such specific conditions before the provision of the relevant Service.

Likewise, in respect of collection and processing of personal data, the Privacy Policy will apply.

1. Services Offered

Through the Website, it is offered to the User visual content, like written information about personal qualities of an individual, as well as more specific information related to such content.

2. Authorized Use

The User is only authorized to use the Website and the Services in accordance with the Terms and in good faith. In particular and without limitation, Users (irrespective of whether they have purchased a Subscription or not) undertake that any access or downloads of any content available in the Website or through the Services will always be the result of a genuine legitimate interest of the User and acknowledges that any method which artificially increases the number of downloads, accesses or clicks over such content is strictly prohibited under these Terms (including, without limitation, the generation of downloads, accesses or clicks over such content through any robots, spiders or any other mechanism, mobile application, program or tool) and will result in the cancellation of the User's account by the Company and the obligation for the User to indemnify the Company for all damages suffered as a result of the User's breach of this undertaking, without the right of reimbursement of any of the amounts paid.

The User agrees not to use the Services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the User agrees not to partake in any conduct or action that could damage the image, interests or rights of the Website or third parties.

The User will not interfere with the functioning of the Website or in the Services, in particular, he/she/it will not impersonate another user or person. The User agrees not to carry out any action that may damage, make unavailable, overload, deteriorate or impede the normal use of the Website or the Services, which may impact the security of the Website or the Services, or which may in any way interfere with the Services offered by the Company. The use of robots, spiders or any other mechanism, mobile application, program or tool to access, copy or control any part of the Website or the Services in any way which is contrary to the ordinary use of the Website or which infringes the Company's interests

(without its express prior authorization) is strictly prohibited. Likewise, obtaining or attempting to obtain the contents of the Website using any method or system not expressly authorized by the Company or which is not the ordinary method of accessing the Website is also strictly prohibited.

The User shall be responsible for any costs required for the Services' use and for ensuring, prior to using the Services, that the Services' features meet the User's needs and that he/she/it meets all requirements and has all the equipment and software necessary for this purpose.

The rights granted to the User under these Terms are personal and shall not be assigned to any third party (including affiliates or entities part of the same group of companies) totally or partially, by any mean, without the prior, express and written consent from the Company.

When providing the Services, the Website can publish advertising either related or not to the contents displayed or the Services, which is expressly accepted by the User.

3. Registration

In order to use regular Services, the User must register, creating a username and password and activating an account. To this end, the User must provide a valid email address where the User will receive notifications related to the Services. If the User is a legal entity or business, its username must be its full name or corporate name and the person registering on behalf of the legal entity or business declares that he/she is duly authorized to bind such legal entity or business and that such legal entity or business shall be bound to these Terms.

The User agrees to provide the mandatory information required for registration and also acknowledges that such information is true, complete and up to date. The User is solely responsible for keeping such information updated. Should the User provide false, outdated or incomplete information, or should the Company have reasons to suspect it, the Company reserves the right to suspend or cancel the User's account.

The User must protect and keep the account password confidential and must not disclose it to third parties. The User must neither allow other Users to access the Services through the User's account nor use the account of another User to access the Services.

The User is responsible for all operations carried out through the User's account through any device. If the User suspects that another User is using his account, he/she/it should immediately inform the Company.

The Company may suspend or cancel the User's account if it considers that the User has breached these Terms.

4. Content

If you have any question regarding any content or believe that it infringes any right, that it does not comply with these Terms, or that is inappropriate, you can do so by contacting the Company as indicated in these Terms or following the instructions provided on the Website for a copyright complaint.

5. Liability

The User acknowledges and agrees that he/she/it uses the Website and its Services at the User's own risk and under the User's responsibility and, therefore, the Company does not accept any responsibility for misuse or use in breach of these Terms.

The User will be responsible for any damages to the Company resulting from the User's use of the Website and the Services in breach of the Terms and accepts to indemnify the Company and

representatives from any liability in which they may incur as a result of the User's breach of these Terms.

The Company does not warrant the availability or continuity of the Website or the Services, neither its reliability, quality, completeness, accuracy or whether they are fit for a specific purpose or activity.

As way of example and without limitation, the Company shall not be liable for any damages that may result from:

- Interruptions, viruses, technical problems, interferences, omissions, unavailability, power cuts, failure of the telecommunication networks or the User's equipment which are not the Company's responsibility.
- Delays or unavailability of the Website and the Services due to deficiencies or traffic overload on the Internet, in the communication network or the electricity grid.
- Third-party actions.
- Unavailability of the Website and the Services due to maintenance or software updates.
- Any other event beyond the Company's direct control.

SAVE FOR THE COMPANY'S WILFUL MISCONDUCT, AND THOSE CASES IN WHICH DUE TO THE SPECIFIC CIRCUMSTANCES OF THE USER INVOLVED OR THE NATURE OF THE MATTER, APPLICABLE LAW PROVIDES THAT LIABILITY CANNOT BE LIMITED BY AGREEMENT, USE OF THE WEBSITE AND THE SERVICES IS AT SOLE RISK OF THE USER AND THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE OF ANY KIND CAUSED TO THE USER AS A RESULT OF USING THE WEBSITE AND/OR THE SERVICES.

6. Intellectual Property

All intellectual property rights over the Website, the Services, and/or the idea of www.ingeniums.nl, its design, and source code, and all content included in any of them (including without limitation text, images, animations, databases, graphics, logos, trademarks, icons, buttons, pictures, videos, sound recordings, etc.) belong or are licensed to the Company (STELLA consultancy).

Except as expressly authorized under these Terms, the reproduction or distribution, as well as transformation, producing any derivative works of any kind, public communication, making available, extraction, reuse or any other use of the Website, the Services, www.ingeniums.nl (STELLA consultancy) or any of its parts, is strictly forbidden.

If you believe that any content infringes third party rights or does not comply with these Terms, you can report it to the Company as set forth in these Terms.

7. License Agreement for Content

The Company authorizes the User to download and use the Content received from www.ingeniums.nl under the terms of this Section. The Company and its licensors reserve all rights over this Content not expressly granted in this license to the User.

Subject to the fulfillment of these Terms, the Company authorizes the User in a non-transferable, revocable, limited, non-exclusive manner and on a worldwide basis for the duration of the relevant rights; to download, use and modify the Content received from www.ingeniums.nl, in a device the User owns or controls and only for the purposes and uses allowed in these Terms.

The User may use the Content received from www.ingeniums.nl, either using received Contents in its entirety or using only some or some of its elements, either using received Contents without

modification, combining them with other contents or having previously modified them, being the license granted with respect to the Content received from www.ingeniums.nl

8. Conditions for Subscription (or a Private use)

The terms in this Section ("**Subscription Terms**") govern any purchase of the Subscription or a Private use in the Website. When concluding the purchase procedure for any Subscription or a Private use, it shall be deemed that the User has read and accepted, without exception, the Subscription Terms. For the avoidance of doubt, the Subscription Terms are additional to the Terms which will continue to apply to Users who have acquired a Subscription unless it is expressly provided otherwise in relation to specific provisions in the Subscription Terms.

These Subscription Terms are available to the User before the purchase of the Subscription and may be stored or reproduced on a durable medium.

The Subscription Terms are available in English. In case the User is interested in purchasing any Subscription or a Private use, it has to follow the instructions available in the Website from time to time.

The Subscriptions or a Private use available are offered in the Website where the pertinent information, price and conditions are included (including, limitation, restrictions to the number of downloads). The Company can modify the Subscriptions or a Private use offered at any time, offering with new Services (to which, unless otherwise stated, these Subscription Terms shall apply) or ceasing to offer any of the Services. The Subscriptions or a Private use are personal, shall not be assigned to third parties and no third parties other than the User shall be allowed to use the Content received from www.ingeniums.nl (including as third parties, for these purposes, affiliates or entities part of the same group of companies).

The price for the Subscription or a Private use is stated in the relevant currency in the Website and includes, if applicable, the relevant Value Added Tax. The Company is entitled to modify the price for any Subscription or a Private use at any time. The Company shall apply the price stated in the Website at the time of the submission of the Subscription order by the User.

The User shall pay the Subscription or a Private use in advance through Paypal, credit/debit card or any other valid payment method offered by the Company, as stated in the Website. To purchase and pay the Subscription or a Private use, the User shall follow the instructions stated in the Website. The processing of the payment information and data through Paypal or credit/debit card is made within third-party sites. When ordering any Subscription or a Private use, the User authorizes the Company to collect the corresponding price through the chosen payment method. The Subscription or a Private use shall not be activated until the Company has received the payment or the payment has been authorized by the relevant financing entity. After that, the Subscription or a Private use shall be in force for the term purchased by the User.

Unless otherwise stated in these Subscription Terms, the Subscriptions shall be automatically and successively renewed at the expiration of its term, unless the User cancels the renewal of the Subscription before its expiration. The Company shall charge the corresponding price by the same initial payment method. The Company may modify the price for the renewal of the Subscription, provided that the User is informed with, at least, one-month prior notice, via email sent to the email address used for the registration process.

Once the User purchases the Subscription or a Private use, the screen shall confirm the purchase. In addition, within the shortest time reasonably possible and not after twenty-four (24) hours since the acceptance of the order, an email shall be sent to the User with information of the purchase. The User of the Subscription may request and download an invoice as stated within the Website twenty-four (24) hours after making the relevant payment.

After the purchase of the Subscription or a Private use, the User may benefit from the following:

- The Service consisting in using the content received from www.ingeniums.nl .
- Access to the contents available in the Website, with the limited number of uses, unless there is a subscription for unlimited use, without prejudice to the application of certain restrictions to the number of downloads aimed at preventing a fraudulent or abusive use of the Website.

As the content in the Website is digital content, no cancellation right shall apply, which is expressly acknowledge and accepted by the Users, without prejudice to the guarantees stated in the consumers' regulations that may be applicable, unless the Company states otherwise, in which case, will be subject to the conditions set forth by the Company.

9. Changes and Closure of the Website

The Company may, at any moment, and without incurring in any responsibility towards the User, modify the content of the Website or the Services, limit or modify the conditions or cease to provide some or all the Services and features available or deactivate and delete all or some of the User accounts and their corresponding information. However, the Company will comply with its obligations regarding the keeping of records in relation to certain transactions for the relevant period as provided by applicable law or refund the Users of Subscriptions in force at that time with the proportional part of the price not accrued before the termination.

10. General and Contact Information

In accordance with the provisions of article 14 of Regulation (EU) 524/2013, the Users are informed that, in the cases in which it is applicable due to the condition of the User as a consumer, the European Commission has an online dispute resolution platform, which is available at the following link: <https://ec.europa.eu/consumers/odr/>.

If any provision in these Terms is declared to be invalid or unenforceable, it shall be substituted or deemed as not included. The remaining provisions in these Terms shall not be affected in any way.

You may contact the Company for any query or claim in