

TERMS OF USE

Article 1 – General provisions

The platform www.neveo.io, its subdomains, and related applications (hereinafter, collectively the “Platform”) is managed by and is the property of NEVEO, a public limited liability company incorporated under the laws of Belgium, with registered offices at 1000 Brussels, Auguste Orts 2, Belgium, registered in the Register of Legal Entities of Brussels under number 0568.484.039 (hereinafter, “NEVEO”). NEVEO provides online, collaborative publishing services to you through the Platform (collectively, such services, including any new features and applications, and the Platform hereinafter referred to as the “Services”).

In case of questions, complaints and/or remarks regarding the Platform, you can contact NEVEO via email at Jérôme Dubois d’Enghien, jerome.dbde@myneveo.com, in which case NEVEO undertakes to provide an answer within 7 calendar days.

The information concerning the collection and processing of personal data is provided in the privacy policy of the Platform (hereinafter, the “Privacy Policy”).

Information regarding the terms of subscription is provided in the subscription conditions (hereinafter, the “Subscription Conditions”).

By accessing or using the Platform or the Services, whether online or through any mobile applications, you fully and irrevocably agree that you have read and understood and agree to be bound by these Terms of Use (“TOU”), the Subscription Conditions, the Privacy Policy, as well as any other legal document mentioned on the Platform or any mobile application, and acknowledge at the same time that you have fully taken notice of all relevant content.

NEVEO reserves the right, at its sole discretion, to change, add, delete, modify, adapt, improve and/or update the Platform, its mobile applications, and these TOU at any time, in order to comply with applicable legal obligations or to improve the Platform, mobile applications, or its Services, with or without notice; provided that NEVEO will post changes to these TOU on the Platform and mobile applications and indicates the effective day thereof. Any new or modified version of these TOU will be effective upon posting, and your continued use of the Platform or mobile applications thereafter constitutes an acknowledgment of the existence of the modified TOU, their binding effect, and your obligation and agreement to comply with them. If you do not agree to abide by these or any future TOU, do not use or access (or continue to use or access) the Services. It is your responsibility to regularly review the TOU to determine if there have been any changes.

Please read these TOU carefully as they contain important information regarding your legal rights, remedies, and obligations.

By using the Services, you represent and warrant that you have the necessary legal capacity. If you are a minor or do not have such legal capacity, you must use an account created by a parent or legal guardian, and you must have explicit permission of a parent or legal guardian to use the Services.

Article 2 – Description of the Platform

2.1. Overview of the functioning of the Platform

The Platform aims to set up a private family social network around the elderly (hereinafter, the “Beneficiar(y)(ies)”) by giving them the possibility to receive content shared by their relatives in the form of a monthly journal.

Subscription to the Services (hereinafter, the “Subscription”) is carried out, for a Beneficiary, by a user (hereinafter, the “Relative Initiator”, who will be the subscriber of the Subscription by default, and therefore in charge of the payment of the Subscription (hereinafter, the “Relative Subscriber”). Nevertheless, the Relative Initiator has the option to appoint another relative as Relative Subscriber via the Platform.

The family, the entourage as well as other close relations of the Beneficiary (hereinafter, the “Relatives”) are invited to connect to the Platform via their smartphone, tablet, or computer, in order to download content in the form of photographs and text messages (hereinafter, the “Content”). The Content is subsequently given a layout and printed as a paper journal (hereinafter, the “Journal”), which is delivered to the Beneficiary. These services are collectively included in the definition of the “Services,” and the Relatives and Beneficiaries are collectively referred to as the “Users.”

All Users have free access to the Platform and the Services, based on the Subscription subscribed to by the Relative Subscriber. To use the free access, the Users must register on the Platform and create a Personal Account, as described below, and fully and irrevocably accept the TOU and the directives therein. In the event that the Subscription is terminated, the Users will still have free access to the Platform and the Services, but the Journal will no longer be printed and delivered to the Beneficiary.

2.2. Registration process

In order to access the Platform, the Relative Initiator must create a personal account (hereinafter, the “Personal Account”). The Relative Initiator must provide certain data, which will be processed in accordance with the Privacy Policy. The registration of the Relative Initiator therefore leads to the creation of: (i) her/his Personal Account; and (ii) a network linked to a Beneficiary (hereinafter, the “Network”).

When you register and create a Personal Account, you will be asked to choose a password. It is your responsibility to maintain the confidentiality of your password. You agree not to use or attempt to use the Personal Account, email address, or password of any other User at any time. You are solely responsible for all activity by anyone using your Personal Account and/or password.

Once this Network is created, the Relative Initiator has access to the following features:

- (1) communicating Content, i.e. photographs possibly accompanied by a comment with a maximum of 200 characters; and

- (2) inviting various people to join the Network by creating a Personal Account, so that they become Relatives and contribute to the communication of the Content. This invitation can be done by various means, such as, *inter alia*, via computer (Messenger and mail) or via mobile phone or tablet, through all communication applications (Facebook, Messenger, Whatsapp, email, SMS, etc.), it being understood that the number of Relatives that can be invited is unlimited.

A Relative will always hold a single Personal Account. However, any Relative may decide to constitute an additional Network for another Beneficiary. She/he will then have the capacity of the Relative Initiator for this additional Network. Likewise, a Relative may be invited to be part of several Networks. A Relative may therefore be required to upload content to the same Personal Account for multiple Beneficiaries. A Relative may also be the Relative Subscriber in a Network and plain Relative in another Network. All these features are available in Personal Account settings.

2.3. Communication of Content and Services

By connecting to the Platform and going to the Home Page, the Relatives have the option to:

- (a) add Content to the next Journal of one or more Networks;
- (b) delete the Content previously uploaded by them, it being understood that the Relative Initiator and the Relative Subscriber also have possibility to delete the Content uploaded by other Relatives from the Network for which they are Relative Initiator and/or Subscriber;
- (c) invite Relatives to join the Network;
- (d) edit their profile picture;
- (e) take charge of the payment of a Network in order to become a Relative Subscriber; and
- (f) cease supporting the payment of a Network, which amounts to terminating its subscription in accordance with the Subscriptions Conditions, in which case other Relatives of the Network will receive a notification to designate a new Relative Subscriber.

The Home page also informs of the number of photographs that can still be uploaded for the current month in accordance with Article 4 and the number of days remaining before the Journal is printed.

The last day of the ongoing month, at 11:59 PM in your own time zone, as long as you have previously communicated the requested information (including banking details), and even if the maximum number of photos for the current month has not been reached, the process of layout, printing, and mailing of the Journal is initiated.

NEVEO undertakes to print and deliver the Journals by standard mail within 15 working days following the date specified in the preceding paragraph. In the event that a journal is not received by this deadline, NEVEO undertakes to schedule a free reprint upon request of the User communicated to the following address: hello@myneveo.com.

2.4. Mobile Services

The Services may include certain mobile application services that are available via mobile device, including, without limitation, (i) the ability to upload Content to the Platform via a mobile device, (ii) the ability to browse the Services and the Platform from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent that you access the Services or Platform through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Article 3 – Use of the Platform

The Platform is intended for any natural person of legal age and capacity. The parents/guardians/curators/legal representatives who allow their minor children to access and use the Platform are solely responsible for the use of the Platform by their minor children.

The User is solely and exclusively responsible for the Content, the information, and any other elements that the User publishes by means of the Platform, submits to the Platform, or transmits to other Users, and expressly agrees not to hold NEVEO liable for any such Content, information, and other elements whatsoever. You further expressly agree to indemnify and hold NEVEO harmless from and against any and all claims, causes of action, demands, and all other liability with respect to any Content, information, or other elements of publication published through the Platform or the Services.

All Users who submit Content to the Platform or use the Platform or the Services in any other way undertake to respect the applicable laws and expressly agree not to:

- (a) violate the rights of third parties (right to image and privacy, intellectual property rights, and all other rights);
- (b) violate any applicable regulations or laws;
- (c) use the Platform, the Services, or the Journal for advertising purposes or otherwise make available any unsolicited or unauthorized advertising, bulk email, promotional materials, junk email, spam, chain letters, pyramid schemes, or any other form of solicitation;
- (d) conduct actions that are harmful, threatening, abusive, defamatory, denigrating, violent, akin to harassment, vulgar, obscene, hateful or incite hate, pornographic, pedophiles, child-pornographic, racially or ethnically questionable, contrary to morality, or likely to undermine the respect for human beings and their dignity, as well as the protection of minors;
- (e) communicate false, incorrect or misleading information or Content, or for which she/he has received compensation or consideration from a third party;
- (f) impersonate any person or entity, or make a false statement or distort the links with any person or entity;
- (g) falsifying headings or manipulating identifiers in order to disguise the origin of any Content;

- (h) upload, post, email, transmit, or otherwise make available any Content that NEVEO, in its sole discretion, deems to be harmful, threatening, abusive, deceitful, misleading, harassing, vulgar, offensive, obscene, hateful, or racially, ethnically, or otherwise objectionable;
- (i) upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (j) intimidate or harass another; or
- (k) create a false identity in connection with the Platform, Personal Account, or Services.

The User guarantees that she/he has all the necessary authorizations to put the Content online and to distribute the Content.

The Users agree to comply with all reasonable guidelines or requirements, requests, or instructions from NEVEO in connection with the Platform and the Services.

The Users are required to ensure that all information provided is accurate, complete, and kept up to date.

The User safeguards NEVEO against any actions or complaints by third parties (including, without limitation, the public authorities) related to the Content.

Users are solely responsible for the use of the Platform and access to their own Personal Account. In that regard, Users must ensure that no other person has access to their Personal Account. In the event that the User is aware of any unauthorized accesses to the Platform or the Services with her/his Personal Account, she/he must immediately inform NEVEO by email to the following address: jerome.dbde@myneveo.com. NEVEO shall not be held liable for any loss or damage that the User might suffer as a result of any unauthorized use of her/his Personal Account by others, with or without the knowledge of the User.

In the event of dissemination of the Content outside the Platform, either through their own actions or those of third parties, the Users acknowledge and agree to be bound by the terms of use of the concerned platforms (e.g. social networks).

Article 4 – NEVEO’s rights and obligations

NEVEO does not warrant that the Content reproduced in the Journal is of quality, complete, accurate, adequate, or reliable, nor that it complies with applicable legislation and these TOU, or that it does not violate the rights of third parties. NEVEO expressly disclaims any and all liability for the Content and quality of content disseminated by Users through the Platform and the Services.

NEVEO may nevertheless perform, at its sole and absolute discretion, an inspection of the Content. It reserves the right to delete any Content that violates these TOU or any applicable law or with respect to which it has received a complaint. NEVEO may exercise this right at any time without notice and at its sole discretion.

NEVEO may also decide not to print and deliver a NEVEO Journal if the Content thereof violates the TOU.

NEVEO reserves the right to cancel or suspend, at any time with or without prior notice, access to the Platform by a User in the presence of elements that indicate a possible infringement or violation of applicable legislation, the TOU, the rights of third parties, or if the relevant User causes or is likely to cause prejudice to the interests of NEVEO, other Users, or third parties.

Regarding the Journal, NEVEO reserves the right:

- (a) not to produce a Journal for a Beneficiary in the absence of a transfer of Content by the Relatives;
- (b) not to produce a Journal if the Relative Subscriber is in default of payment;
- (c) to reduce the size of the Beneficiary's Journal if the communicated Content does not reach the maximum authorized by the Subscription.

Article 5 – Intellectual Property Rights

5.1. Rights related to the Content

The intellectual property rights relating to the Content posted online by the User remain the property of the User.

The Relative declares and guarantees that she/he has all the necessary authorizations to put the Content online and distribute the Content. The User agrees to defend and hold NEVEO harmless against any actions by any third party claiming to have rights to the Content as well as to the Journals produced through the Platform, or alleging a violation of their right to any image.

Each User grants NEVEO a free, irrevocable, transferable license for the entire world and for the entire legal term of protection, without this giving any right to any remuneration or benefit, on the (i) Content, as well as (ii) its image rights as embodied in the Content, for the sole purpose of the proper performance of the Services related to the Platform, namely the production and publication of the Journal for a Beneficiary. This license covers in particular all rights of reproduction, representation, communication to the public, and distribution. NEVEO agrees that it will not use the Content for advertising purposes.

5.2. Rights related to the Platform

All elements of the Platform (including, but not limited to, the used software, source code, layout, text, logos, photographs, designs, images, sounds, databases, the name (“NEVEO”), as well as commercial and domain names) are works protected by intellectual property rights, and in particular by copyright, trademark law, database law, design and patent law (hereinafter, collectively “Intellectual Property Rights”).

All Intellectual Property Rights are the property of NEVEO or are incorporated into the Platform with the consent of the owner of the rights in question. All rights reserved. The intellectual property of

NEVEO may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without NEVEO's prior written permission under a separate agreement. All trademarks, logos, trade dress and service marks on the Platform or the Services are the sole property of NEVEO or its licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of NEVEO under a separate agreement.

No part of the Platform itself, nor the data and information presented on the Platform, may be registered (other than those necessary to use the Platform) or reproduced, modified, translated, made public, distributed, rented or sold, transmitted to third parties or used in any manner whatsoever without the prior written authorization by NEVEO.

NEVEO grants the User a temporary, personal, worldwide, non-transferable license on the Platform, allowing him to use the latter in accordance with these TOU. The license is only granted for the sole purpose of allowing the User to use the Platform for strictly personal purposes, to the exclusion of any other purpose. The license is only granted for the duration of the use of the Platform. The license means the right to display and implement the Platform in accordance with its purpose via a connection to an electronic communications network. The User may not under any circumstances make the elements available to any third party, and strictly prohibits any other use, including, without limitation, any adaptation, modification, translation, arrangement, distribution, or decompilation. Any use foreign to its purpose or otherwise in violation of these TOU is prohibited. This prohibition applies regardless of the method of reproduction, representation, and/or modification, and regardless of the duration.

Article 6 – Liability and warranty

NEVEO shall not be held liable for any direct or indirect damage directly or indirectly resulting from access to or use of the Platform or the Services.

NEVEO is only held by an obligation of means, particularly concerning the delays in sending out the Journals, the print quality of the Journal (which predominantly depends on the quality of Content provided by the User), and the packaging quality upon delivery.

NEVEO ensures to communicate information that is as accurate as possible, but does not guarantee the accuracy, completeness or relevance of the information presented on the Platform and therefore shall not be held liable thereto.

NEVEO declines any and all responsibility as to the usage which would be made, the decisions that would be taken, or actions that would be undertaken by the Users on the basis of the information made available on the Platform and shall not be held liable for the mistakes made by the User on the basis of such information.

NEVEO also declines any and all responsibility for the direct or indirect damages that could result from inaccuracy, lack of completeness, irrelevance, omission, or negligence in the production, development, drafting, writing, and interpretation of information. NEVEO declines any and all

responsibility in the event of deletion, non-storage, or non-transmission of information and/or Content.

The Users are required to inform NEVEO as soon as possible of any use or risk of unauthorized use of their accounts and/or their identifiers. NEVEO shall not be held liable for a bad selection of Relatives invited to join the Platform.

The Users expressly agree to use the Platform at their own risk and under their sole responsibility. In any case, NEVEO will in no way be held liable for:

- (a) any damage resulting from the violation of these TOU;
- (b) any malfunction, unavailability of access, misuse, misconfiguration of the User's equipment;
- (c) impossibility or difficulty to use the Platform due to the use of inappropriate equipment or the use of an uncommon operating system by the User;
- (d) links or external sources accessible by the User on the Platform.

NEVEO provides the Platform "as is." NEVEO declines any and all liability for permanent or temporary damages or defects of computer equipment or User data during or after the use of the Platform. In particular, NEVEO declines any and all responsibility for the possible transmission of viruses and trojans via the Platform.

Regarding the implementation of the Platform, NEVEO uses the most modern technologies as much as possible. However, NEVEO shall not be held liable for (temporary) breakdowns or failures or any maintenance work on or from the Platform, as well as relating to the availability, speed, safety, and reliability of the information relating thereto.

NEVEO shall not be held liable for any possible costs or expenses (e.g. internet connection, travel, etc.) related to the Platform. The full costs for the use of the Platform are the responsibility of the User.

In case of impossibility of access to the Platform, due to technical problems or problems of any other nature, the User may not claim damages and may not claim any compensation or lost profits against NEVEO.

The hypertext links on the Platform may refer to other websites and NEVEO shall not be held liable for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked by NEVEO for accuracy, completeness or compliance with applicable laws. Inclusion of any linked website on the Platform shall not imply approval or endorsement of the linked website by NEVEO. NEVEO shall not be held liable if the User's visit to one of these sites causes him/her harm. If you decide to access such third party websites, you do so at your own risk.

DISCLAIMERS

NEVEO IS NOT RESPONSIBLE FOR ANY CONTENT, INCLUDING CONTENT THAT VIOLATES THESE TOU OR IS OFFENSIVE, INCORRECT, OR INACCURATE, WHETHER SUCH CONDITION IS CAUSED BY USERS OF THE SERVICES, HOLDERS OF PERSONAL ACCOUNTS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICES. NEVEO IS NOT RESPONSIBLE FOR

THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR HOLDER OF A PERSONAL ACCOUNT. YOU UNDERSTAND THAT THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME. NEVEO DOES NOT ENDORSE, GUARANTEE, REPRESENT, OR WARRANT THE JOURNALS, PRODUCTS, CONTENT, OR ADVERTISEMENTS ON THE PLATFORM. NEVEO ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, UNAVAILABILITY, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT, OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER CONTENT OR COMMUNICATIONS. NEVEO IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS AND/OR HOLDERS OF PERSONAL ACCOUNTS OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE INTERNET AND/OR IN CONNECTION WITH THE SERVICES OR PLATFORM. UNDER NO CIRCUMSTANCES WILL NEVEO BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SERVICES OR PLATFORM, ANY CONTENT POSTED ON THE PLATFORM OR TRANSMITTED TO ANY PARTY, OR ANY INTERACTIONS BETWEEN USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE. THE SERVICES AND THE PLATFORM ARE PROVIDED "AS-IS" AND "AS AVAILABLE," AND NEVEO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEVEO CANNOT GUARANTEE AND DOES NOT PROMISE AVAILABILITY OF THE SERVICES, THE PLATFORM, OR ANY SPECIFIC RESULTS FROM USE OF THE SERVICES OR THE PLATFORM. THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL NEVEO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST DATA OR PROFITS, ARISING FROM YOUR PURCHASE AND USE OF THE SERVICES AND PLATFORM, EVEN IF NEVEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TOU, NEVEO'S LIABILITY TO YOU FOR ANY CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO NEVEO FOR THE SERVICE DURING THE TERM OF YOUR SUBSCRIPTION OR ONE HUNDRED U.S. DOLLARS (\$100).

Article 7 – Platform availability

Generally, the Platform is accessible 24/7, except for interruptions, whether scheduled or not, for maintenance purposes or in case of force majeure as defined below.

"Force majeure" shall mean, without this list being exhaustive, an order issued by the authorities, a mobilization, war, an epidemic, a lockout, a strike, a manifestation, technical defects in the transmission of communications, a flood, an explosion, a shortage of raw materials or labor, a change in global economic circumstances, an act of vandalism, exceptional weather conditions, as well as any

circumstances beyond NEVEO's control and disrupting the normal course of business, without NEVEO having to demonstrate the unpredictability of those circumstances.

Article 8 – Territory

The NEVEO Service is available worldwide.

Article 9 – Miscellaneous

NEVEO's failure to enforce any provision of these TOU, or lack of action against a User in the event of a possible violation of any provision of the TOU, shall not be interpreted as any waiver of any right.

If any provision of these TOU is deemed illegal, void, or unenforceable for any other reason, then that provision shall be deemed severable from the general conditions and shall not affect the validity and applicability of the remaining provisions.

These TOU as well as the Privacy Policy and the Subscription Conditions describe the entire agreement between the User and NEVEO.

The TOU are not assignable, transferable, or sub-licensable by the User himself.

It is possible that there are, to a limited extent, inaccuracies or errors, or information conflicting with the TOU, Privacy Policy, and/or Subscription Conditions on the Platform and in the offered Services. Additionally, it is possible that third parties make unauthorized changes on the site or on related Services, such as social networks. NEVEO makes every effort to ensure that these kinds of discrepancies are corrected.

Any notification or notice concerning the TOU, the Privacy Policy or the Subscription Conditions must be done per email to the address jerome.dbde@myneveo.com, stating the name, first name, User contact information, and the subject of the notification.

Article 10 – Governing law

Except for contrary mandatory legal provisions, the TOU are governed and interpreted in accordance with Belgian legislation.

Before taking legal action, the parties shall take all reasonable steps to reach an amicable settlement of the dispute.

As part of the extrajudicial settlement of disputes, the Consumer Mediation Service set up by the Federal Government is competent in Belgium to receive any request for extrajudicial settlement of consumer disputes. You can contact the Consumer Mediation Service via the following link: <https://www.consumerombudsman.be/en>.

In case of cross-border litigation, consumers can turn to the European Commission's Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

Subject to contrary mandatory legal provisions, any dispute relating to the contractual relations between the parties, in particular regarding the execution and interpretation of the TOU, Subscription Conditions, and Privacy Policy, as well as to any action of the parties, and in general any dispute between the parties shall be subject to the exclusive jurisdiction of the courts of the User's place of residence.

SUBSCRIPTION CONDITIONS

Article 1 – General provisions

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In case of questions, complaints and/or remarks regarding the Platform, you can contact NEVEO via email to Jérôme Dubois d’Enghien at the following email address: jerome.dbde@myneveo.com, in which case NEVEO undertakes to provide an answer within 7 calendar days.

The information concerning the collection and processing of personal data is provided in the privacy policy of the Platform (hereinafter the “Privacy Policy”).

The information regarding the conditions of use are provided in the terms of use (hereinafter the “TOU”).

The use of the Platform implies that the Platforms User fully and irrevocably accepts the terms and conditions of use of the Platform contained in the TOU, the Subscription Conditions, and the Privacy Policy, as well as any other legal document mentioned on the Platform, and acknowledges at the same time to have fully took notice of and understood its content.

NEVEO reserves the right, at its sole discretion, to change, add, delete, modify, adapt, improve and/or update the Platform, its mobile applications, and these subscription conditions (hereinafter, “SC”) at any time, in order to comply with applicable legal obligations or to improve the Platform, mobile applications, or its Services, with or without notice; provided that NEVEO will post changes to these SC on the Platform and mobile applications and indicates the effective day thereof. Any new or modified version of these SC will be effective upon posting, and your continued use of the Platform, the Services, or mobile applications thereafter constitutes an acknowledgment of the existence of the modified SC, their binding effect, and your obligation and agreement to comply with them. If you do not agree to abide by these or any future SC, do not use or access (or continue to use or access) the Services. It is your responsibility to regularly review the SC to determine if there have been any changes.

The definitions in these SC have the meaning given to them in the TOU.

Acceptance of these SC implies that the Users have the necessary legal capacity. If the User is a minor or does not have this legal capacity, she/he declares to have the authorization of a guardian, a curator or her/his legal representative.

Article 2 – Subscriptions and payments

A single Subscription is required per Network and therefore per Beneficiary.

By default, the Relative subscribing to the Subscription, thus the Relative Subscriber, is the Relative Initiator, who has communicated her/his banking details upon creation of the Network on the Platform.

Three monthly Subscription formulas (1 Journal) are proposed to the Relative Subscriber:

- Formula 1: \$ 14.99 including 50 Contents;
- Formula 2: \$ 19.99 including 100 Contents;
- Formula 3: \$ 29.99 including 180 Contents.

Three annual Subscription formulas (12 Journals) are proposed to the Relative Subscriber:

- Formula 4: \$134.91 including 50 Contents per month;
- Formula 5: \$179.91 including 100 Contents per month;
- Formula 6: \$269.91 including 50 Contents per month;

The indicated amount of Content is available per Beneficiary for all Relatives. The layout, printing and mailing of the Journals is included in the price. The proposed Subscription formulas are inclusive of all taxes.

NEVEO reserves the right to modify these formulas as well as to propose additional formulas.

The payment for a Subscription subscribed by the Relative Subscriber is executed electronically on the Platform or via mobile applications (IOS and Android). The Relative Subscriber chooses her/his method of payment at the time of communication of her/his banking details. She/he can pay by Visa, Mastercard and American Express. Payments are made through a secure SSL system (Secure payment system "Stripe" (stripe.com)).

The first payment takes place during registration. If during the online purchase process, the amount due cannot be debited from the account (insufficient balance, wrong account number, technical issue, etc.), the Subscription is considered not subscribed.

After the payment, a confirmation is automatically sent by email to the Relative Subscriber containing the details of the Subscription.

Subsequently, the amount of the Subscription is debited automatically, at the end of the month, monthly for the formulas 1, 2 and 3. For formulas 4, 5 and 6, given the annual nature of the formula, the account is debited at one time, at the time of registration.

The possibility to pay on the Internet does not in any way guarantee that NEVEO's system is foolproof, without disturbances, interruptions, or errors. NEVEO shall not be held liable for any damage, direct or indirect, incurred by the execution of a payment on the Internet.

The Relative Subscriber undertakes to provide NEVEO with complete banking details and to keep this information up to date in order to avoid any payment issues. Failure to pay upon due date

immediately suspends the Services. NEVEO shall be entitled to demand the automatic termination of said contract based completely on the fault of the Relative Subscriber.

If the Relative Subscriber wishes to exercise her/his right of withdrawal, the amount paid by the Subscriber will be refunded, in accordance with Article 4, on her/his account number within 14 days of the withdrawal.

Given that the Journals are printed on the last calendar day of the month, in the event that the Relative Subscriber subscribes after the first day of the month, she/he understands and accepts that first Journal and, if applicable, the first monthly payment, will cover a period shorter than one month. This first month and/or Journal will still be billed entirely in accordance with the selected Subscription formula. For example, if the Relative Subscriber subscribes to a Subscription on the 15th of month, and if the current month has 30 days, as the printing will be initiated on the 30th of the month at 11:59 PM of her/his own time zone, the Relatives will only benefit from a period of fifteen days in order to communicate Content for the Journal that will be printed that month. Nevertheless, this Journal will be fully billed in accordance with the selected Subscription formula, i.e. it will count as a monthly payment in formulas 1, 2 and 3 or one-twelfth of the annual Subscription depicted in formulas 4, 5 and 6.

In the event that no Content is sent during a month or the delivery address is not communicated, the Subscription continues and will be billed, although no Journal shall be issued. However, NEVEO undertakes to refund this Journal upon simple request by email to the following address: hello@myneveo.com.

Article 3 – Duration and Termination

The Subscription is concluded for a period of one month for formulas 1, 2 and 3, and for 12 months for formulas 4, 5 and 6. At the end of the initial period, the Subscription will be tacitly and automatically renewed for a duration identical to the initial period, i.e. one month for formulas 1, 2 and 3, and 12 months for formulas 4, 5 and 6, as long as the Relative Subscriber has not expressed her/his intention that the Subscription will not be renewed. The Relative Subscriber can express this will in her/his user area via her/his computer, or by writing to NEVEO at hello@myneveo.com, until the last day of the month following the renewal of the Subscription (i.e. until the day before the first print of the Journal linked to the renewed Subscription).

The Relative Subscriber may terminate the Subscription at any time in her/his user area via the Platform on her/his computer, or by writing to NEVEO at hello@myneveo.com. In this case, the Journal of the ongoing month will not be issued. The Relatives of the Network will be notified of the end of the Subscription and will be invited to subscribe to a new Subscription.

The Subscription may also be terminated immediately without notice or compensation in the event of serious misconduct in the performance of the obligations by one of the parties. For example, in a non-exhaustive manner, the following will be qualified as serious misconduct:

- the total or partial non-payment of a Subscription's payment by the Relative Subscriber;
- non-compliance by a User with the TOU and/or SC;
- the absence of distribution of Journals by NEVEO for two consecutive months (except in case of force majeure).

NEVEO may at any time terminate or suspend a Subscription or suspend access to the Platform, in, but not limited to, the following cases:

- unauthorized use, actual or suspected, of the Platform and/or Content; or
- the non-compliance by a User of the TOU and/or SC.

In the event of termination of the Subscription, by the User or NEVEO, or in the event of suspension of a Subscription or access to the Platform by NEVEO, NEVEO cannot be held liable in regard to the User or the Relatives associated to the relevant Network. NEVEO expressly reserves the right to request compensation for any possible damage that occurred.

Article 4 – Right of withdrawal

The Relative Subscriber has a legal withdrawing period of 14 days to cancel her/his Subscription. This period expires 14 days after the day of subscription to the Subscription.

In order to exercise this right of withdrawal, the Relative Subscriber must unequivocally communicate her/his willingness to exercise this right to NEVEO. He can do so by mail or email or by using the withdrawal form. In order to comply with the withdrawal period, the Relative Subscriber must send her/his communication concerning the exercise of the right of withdrawal before the withdrawal period lapses. Given that the right of withdrawal does not apply to the supply of goods produced to the consumer's specifications or clearly personalized, the Journals that have already been produced between the moment of subscription and the moment whereon the right of withdrawal was executed, remain due.

The Relative Subscriber will be refunded within 14 days of the day NEVEO is informed of the User's desire to retract, with the exception of the amounts specified in the preceding paragraph.