

## TERMS & CONDITIONS PHOENIX23

These terms & conditions constitute an Agreement (the "Agreement") between you and Phoenix23, for all of its products and/or projects . Please read this Agreement carefully. By clicking on 'Agreed' you indicate that you have understood and accept this Agreement.

If you are a minor, you must read this agreement with your parent(s) or guardian and ask them to accept these terms. Parents and/or guardians are responsible for the acts of minors when using the Services. The present terms and conditions are accepted and approved by the relevant parent(s) and/or legal guardian on behalf of the minor(s) for which they act by creating the Phoenix23 Account. Minors are entitled to use/order Services through a Phoenix23 Profile, which is connected to the Phoenix23 Account (user account created by the minor's parent(s)/guardian(s)).

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A. PREFACE

This Agreement shall govern your use of the services of Phoenix23 ("Services"), by which you may purchase, acquire, rent, use, subscribe to, participate to, etc., any project, product or activity proposed by Phoenix23.

The purpose of Phoenix23 is the creation, distribution, representation, promotion and/or exploitation of innovative projects in the fields of personal, collective and spiritual development. Its products and projects can take on many forms. The purpose of this Agreement is to cover your use of all Services, products and projects of Phoenix 23, whatever the form they take.

The Services may induce "real live" as well as "digital" (through IT and other developments) contacts between you and the Phoenix 23 Services. They can include, but are not limited to, licensing of media, apps ("Apps") and other in-app services ("Content"), general services of life coaching, consultancy, workshops, digital services, designing and commercialising apps, organising cultural events, organising and supervising group activities, distribution of informations, etc.

Digital Services can be made available to you for use in your country of residence, as well as in all other states where you are staying temporarily. To use the Services, you must have compatible hardware, software (recommended and sometimes required to use the latest version), and an Internet connection (for which a fee may be due). The performance of the Services may depend on these factors.

BY CREATING A PHOENIX23 ACCOUNT YOU DECLARE YOURSELF TO BE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS ON YOUR ACCOUNT, INCLUDING THE ACTIONS OF CHILDREN AND ANYONE ELSE WITH ACCESS TO YOUR ACCOUNT.

Article 1 DEFINITION OF 'PHOENIX23'

Phoenix23 means:

Phoenix23, a private limited liability company (BVBA), with registered office at Kalversteeg 10, 9000 Ghent, Belgium. Registered with RPR/RPM in Ghent (division Ghent) under number 0694.860.983, and any legal successor thereof.

Article 2 AMENDMENTS TO THE AGREEMENT

Phoenix23 may modify or supplement this Agreement or impose new terms on your use of the Services at any time. You should check this page regularly to take notice of any changes. Any amendments or additions shall enter into force immediately and shall then form part of this Agreement. Your continued use of Services means that you accept the amendments and/or additions. If you do not agree to the changes, Phoenix23 will have the right to terminate the Agreement.

### Article 3 THIRD PARTY MATERIAL OR IMMATERIAL COMPONENTS

Phoenix23 is not responsible or liable for any third party components, whether material or immaterial, that form part of or are linked to the Content or Services.

### Article 4 INTELLECTUAL PROPERTY

- 4.1 You acknowledge and agree that the Services, including, but not limited to, Content, graphics, user interfaces, audio and video clips, editorial content, and the scripts and software used to operate the Services, contain proprietary information and materials owned by Phoenix23 and/or its licensors and protected by applicable intellectual property and other laws, including but not limited to copyright laws. You agree to use such protected information and materials only in conjunction with the Services and for your personal, non-commercial use in accordance with the provisions of this Agreement. You may not reproduce the Services, or any part thereof, in any form or by any means, except as expressly permitted in these terms and conditions. You agree not to modify, rent, loan, sell or distribute the Services or Content in any way, and not to exploit the Services in any way, except with express permission in writing.
- 4.2 The names and logos used in connection with the Services are Phoenix23 trademarks (whether registered or not) in Belgium and other countries worldwide. You do not acquire any right or licence in respect of these trademark and design rights or the use thereof.

### Article 5 COPYRIGHT

If you believe that any Content made available through the Services infringes your copyright, please provide a notice to Phoenix23 at the following address : Phoenix23, Kalversteeg 10, 9000 Ghent, Belgium, or at [info@phoenix23.net](mailto:info@phoenix23.net).

Phoenix23 has the right to change this address with a simple notification to you or a publication on her website.

Please include all of the following:

- Identify the copyrighted work that you claim has been infringed. If your Notice covers multiple works, you may provide a representative list of such works.
- Identify the material that you claim is infringing, including a description of where the material is located. Your description must be reasonably sufficient to enable us to locate the material. Where possible, please include the URL of the webpage where the material is located.
- Provide your full legal name, mailing address, telephone number, and (if available) e-mail address.
- Provide your electronic or physical signature.

### Article 6 TERMINATION AND SUSPENSION OF SERVICES

- 6.1 If you fail to comply with, or Phoenix23 suspect that you have not complied with, the provisions of this Agreement, Phoenix23 will be entitled, at its sole discretion and without prior notice: (I) to terminate this Agreement, while continuing to pay any

amounts due up to and including the date of termination and/or (II) to terminate the license to the software and/or (III) to deny access to the Services (or any part of it).

- 6.2 Phoenix23 may also modify, suspend or terminate the Services (or any part of the Content) at any time, with or without notice, and Phoenix23 shall have no liability to you or any third party for exercising any such rights. To the extent possible, Phoenix23 will notify you in advance of any modification, suspension, or termination of the Service. Termination of the Services does not affect Content already purchased by you, but you may no longer be able to designate additional means (computers...) to use the Content.
- 6.3 Phoenix23 offers and expects courtesy and respect for all its customers and representatives. Any failure of fair, decent, dignified and respectful communication within the Services might result to the termination of your access to any and all Services, or part thereof.

#### Article 7       DISCLAIMERS OF WARRANTIES

- 7.1 Phoenix23 will use reasonable care and workmanship in the provision of the Services. Phoenix23 makes no other representations or warranties with respect to the Services, and, in particular, does not warrant or guarantee that it will make any such representations or warranties :

(I) that your use of the Services will not be interrupted and will be error-free. You agree that Phoenix23 may from time to time remove the Services indefinitely and cancel the Service at any time for technical, operational or commercial reasons, which Phoenix23 will notify to you as far as practicable;

(II) that the Services shall be free from damage, corruption, attacks, viruses, manipulation, hacking, or other security breaches, which events shall be deemed to constitute force majeure, and Phoenix23 disclaims all liability in respect thereof. Both before, during and after using the Service, you are responsible for making backups of your own system, including any content or data, used in connection with, or purchased through, the Service(s).

- 7.2 Phoenix23 will use reasonable efforts to protect information submitted by you in connection with the Service(s), including from fraudulent use.

#### Article 8       LINKING

- 8.1 You may establish digital links to publicly available portions of the Services if you do so in a way that is fair and does not damage or take advantage of the reputation of Phoenix23, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the part of Phoenix23. The linked website may not frame or alter the sites of Phoenix23 in any way and may not be unlawful, abusive, indecent or obscene, promote violence or illegal acts, be libellous, defamatory or otherwise deemed inappropriate, as determined by Phoenix23 in its sole discretion. The linked website may not display our content, including any of our logos, to create a link, without the prior written consent of Phoenix23. Phoenix23 reserves the right to withdraw linking permission without notice.

- 8.2 If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or any loss or damage that may arise from your use of them.

#### Article 9 APPLICABLE LAW

- 9.1 Except as expressly provided otherwise below, this Agreement and the legal relationship between you and Phoenix23 are governed by the laws of Belgium, to the exclusion of any conflict of law rules contained therein.
- 9.2 The applicability of the provisions of the Vienna Sales Convention (UN Convention on Contracts for the International Sale of Goods) to this Agreement is expressly excluded.
- 9.3 All disputes that may arise between the parties regarding the validity, interpretation or execution of this agreement will be settled by the competent court of the district of East Flanders (division Ghent).

#### Article 10 MISCELLANEOUS PROVISIONS

- 10.1 This Agreement constitutes the entire Agreement between you and Phoenix23 and applies to your use of all its Services, products and projects, and supersedes all prior Agreements on the same subject between you and Phoenix23. When you use affiliate services, third-party content or software, or additional services, additional terms & conditions may apply to you.
- 10.2 Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, Phoenix23, can, with your approval, amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or add a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 10.3 Failure by Phoenix23 to enforce any right or provision of this Agreement shall not constitute a waiver by Phoenix23 of such right or provision or of any other provision. Phoenix23 is not responsible for any failure to comply with any obligation resulting from causes beyond its control.
- 10.4 If, for whatever reason, Phoenix23 makes a refund to you, Phoenix23 can charge you any costs it incurs as a result of this refund.
- 10.5 You agree to comply with all local, state, federal and national laws and regulations that apply to your use of the Services. Other laws may apply to your use of the Services. The risk of loss of transactions delivered electronically passes to the

customer at the time of electronic transmission to the recipient. No employee or representative of Phoenix23 is authorized to change this Agreement.

- 10.6 Phoenix23 may, in connection with the Services, make notifications to you by sending an e-mail to your e-mail address, by sending a letter by post to your correspondence address, by posting a notice in the Services, or by any other existing communication channel. Notifications take effect immediately. Phoenix23 may also contact you by e-mail or push notifications to provide you with further information about the Services. If you don't want to receive such notifications, you have to notify Phoenix23 in writing thereof, in which case Phoenix23 will stop making notifications to you.
- 10.7 You hereby grant Phoenix23 the right to take any action that Phoenix23 deems reasonably necessary or appropriate to verify or enforce compliance with any part of this Agreement. You agree that Phoenix23 has the right, without liability to you, to provide data and/or information to law enforcement authorities, government agencies and/or third parties, if Phoenix23 believes that this is reasonably necessary or appropriate to verify compliance with any part of this Agreement or to enforce (including but not limited to Phoenix23's right to cooperate in legal proceedings in connection with your use of the Services and/or Content and/or a claim by third parties that your use of the Services and/or Content is unlawful is and/or infringes the rights of that third party).

## B. USE OF OUR SERVICES

### Article 11 OFFERS

All offers made to you, through whatever medium, by Phoenix23, are without obligation and are valid for 14 days from the moment of sending or publication, unless otherwise indicated or agreed to by Phoenix23. In the event no date of sending or publication can be derived the availability of the offer and pricing, the availability of the offer and the pricing should be verified on the website of Phoenix23. Phoenix23 is only bound to an offer if the acceptance thereof by you is confirmed in writing to Phoenix23 without reservation or change within the stated period of validity and you do not dispute the correctness of such confirmation in writing within ten working days or (if this period is shorter) at least 48 hours before commencement of the work.

### Article 12 PLACE

Phoenix23 will perform any of the Services at the place and/or through the channels chosen and indicated by Phoenix23 or to which Phoenix23 agrees.

### Article 13 TIME

Phoenix23 will perform any of the Services within the timeframes and deadlines, on hours and days it considers to be normal and necessary.

### Article 14 INFORMATION

- 14.1 You will not acquire any proprietary right to the information or knowhow obtained by Phoenix23 by performing a service. For the occasion of the execution of a service, you can only acquire a non-exclusive and non-commercial right of use.
- 14.2 You may not disclose to third parties, in whole or in part, information acquired or know-how developed by Phoenix23, nor may it reproduce them without the prior and express consent of Phoenix23.
- 14.3 Unless you have explicitly indicated in writing that you object to this, you grant Phoenix23 permission to include personal data of you in your file for informative purposes. Phoenix23 manages this information carefully and in accordance with the legal regulations; uses it exclusively for its own purposes and does not make the information available to third parties. Phoenix23 may not disclose to third parties, information which is closely related to you, unless your consent has been obtained. Phoenix23 may, however, use the your name as a commercial reference.
- 14.4 You are solely responsible for the consequences of sharing information by yourself, including sensible information, in presence of other customers of Phoenix23, both digitally and/or “in person”, both within and/or outside of the official places, channels and time frames of the Services for fulfilling its purpose. Phoenix23 does not assume any liability in this respect.

#### Article 15 LIABILITY

- 15.1 Phoenix23 has an obligation to perform to the best of its abilities. There is therefore no result obligation and you cannot hold Phoenix23 responsible for not achieving the desired results. Phoenix23 is therefore not responsible for achieving the desired outcome of this service nor for the extent to which this service contributes to the goal(s) set by the you.
- 15.2 Except as described in article 15.8 below or if and to the extent that you exercise any applicable legal right to reimbursement or compensation, Phoenix23, its directors, officers, employees, affiliates, agents, contractors, or licensees shall not be liable for any loss or damage caused by Phoenix23, its employees, or agents as the case may be:
  - (I) there has been no violation of a legal duty of care by Phoenix23 or its employees or agents towards you;
  - (II) that loss or damage is not the reasonably foreseeable consequence of such a violation;
  - (III) that loss or damage has increased as a result of your breach of the terms of this Agreement;
  - (IV) that loss or damage results from a decision by Phoenix23 to remove or refuse to edit any information or content, to notify you, to suspend or terminate your access to the Service, or to take any other action in the course of the investigation of a suspected violation, or is the result of Phoenix23's finding that a violation of this Agreement has occurred; or

(V) that loss or damage relates to loss of income, business or profits, or loss of or corruption of data, in connection with your use of the Service.

- 15.3 The Services do not replace medical treatments or medications, psychological or psychiatric supervision. If you have medical complaints or doubt, you should always first consult your doctor. If you have reasons to think that your mental or physical restrictions might jeopardise or even endanger your use of the Services, you must inform Phoenix23 and/or its representatives of this possibility.
- 15.4 Advise and opinions which are provided to you through the Services are only advisory. Phoenix23 does not promote any sole belief or truth which is supposed to be taken for granted by everyone. This is especially true in case of personal, collective, and/or spiritual development. You are responsible for your own decisions, and Phoenix23 cannot be held liable for any consequence of any decision you make or claim to make following or based on your use of the Services.
- 15.5 Phoenix23 cannot be held liable for any injury or other complications, whether physical, material or psychological, that directly or indirectly occur due to your use of any of its Services, be it digital or in physical presence, of an exercise, or combination of exercises, which can be part of a Service. You are aware and recognize that due to physical and/or psychological activity, which can be part of a Service, these injuries/complications can occur without there being any wrongful act or negligence on the part of Phoenix23. In addition, you are responsible for taking care of your belongings and clothing during the use of the Services.
- 15.6 Under no circumstances will Phoenix23 be liable, without being exhaustive and whether contractual or non-contractual, for indirect damage, profit or income losses, consequential damage, loss of savings, loss of customers, loss of contracts, loss of time, loss of goodwill, loss of reputation or for any claim that would be filed by a third party against you, without being exhaustive.
- 15.7 In the event Phoenix23 collaborates with a third party to create, organize and/or execute a Service or part of a Service, Phoenix23 shall not be jointly liable nor liable for the performance of the third party's task and associated works.
- 15.8 Phoenix23 is only liable for direct damages that are demonstrably the result of intent or gross negligence on the part of Phoenix23.
- 15.9 To the extent that any liability would nevertheless be retained, the liability of Phoenix23 is limited to 3 times the most recent annual price of the Service concerned. The liability which is related to multiple Services can only be claimed for one of those Services.
- 15.10 If you violate this Agreement, you will be liable to Phoenix23, its directors, officers, employees, affiliates, agents, contractors and licensors for any and all claims arising from your violation. You will also be liable for any action Phoenix23 takes as part of its investigation of an alleged violation of this Agreement, or as a result of its finding or decision that a violation of this Agreement has occurred.

## Article 16 EXECUTION & CANCELLATION

- 16.1 Phoenix23 has the right to have any Service, or a part thereof, performed by a third party.
- 16.2 A Service which already has been paid for, even partly, cannot be cancelled. If you cancel any appointment provided on an individual basis, and which has not yet been paid for, less than 48 hours in advance, payment of the session will be due.
- 16.3 If, for whatever reason, without any written notification of cancellation, you are not present on the date on which a Service or part of a Service is performed, there is no cancellation of the Service or part of a Service.
- 16.4 An illness or injury suffered by you at the time of the agreement is not a valid ground for dissolving the agreement. Phoenix23 is authorized to make an exception if the facts and circumstances, in connection with reasonableness and fairness, ask for this. This will be considered on a case by case basis. Phoenix23 may, at its discretion, require you to provide official medical certificates.
- 16.5 Phoenix23 reserves the right at any time to change or discontinue part or all of the functionality of one or more parts of the Services of Phoenix23 for a certain period or always. This also means that part or all of the information you have already received can no longer be accessible or can be lost.
- 16.6 If Phoenix23 depends on information or cooperation from you for the fulfilment of its obligations, Phoenix23 is indemnified for its obligations if you fail to provide the necessary information or cooperation in a timely and thorough manner.
- 16.7 A Service or part of a Service will only continue if the minimum number of participants, as indicated in advance by Phoenix23, have been registered for the service or part of the service concerned. If there are insufficient participants, Phoenix23 has the right to cancel the Service or part of the Service. In that case Phoenix23 will discuss possible alternatives with you.
- 16.8 For some Services, admission requirements apply. In such cases admission to the Service can be made subject to a written or oral review of your level and/or capacities.

## Article 17 FORCE MAJEURE

- 17.1 Parties are not obliged to fulfil their obligations if they are hindered by circumstances which are not attributable to their fault, and which can be classified as force majeure.
- 1.2 In addition to what is understood by law and case law, force majeure is understood to mean all external causes, foreseen or unforeseen, over which a party cannot exercise any influence but which prevent him from fulfilling his obligations. Force majeure includes, without being exhaustive, a long-term power failure, digital network failures, exceptional serious transport disruptions, epidemics, wars and terrorist attacks. Illness and disability of an employee or representative of Phoenix23 also fall

under this heading. Illness or injury of the customer (you) is explicitly excluded as case of force majeure.

- 17.3 If the situation of force majeure lasts longer than two months, each party may dissolve the Transaction without any obligation to compensate the other party for damage.

#### Article 18 SUBSIDY

Where you call upon grant actions and receives or uses the grant funds for the (partial) payment of a Service or part of a Service, you have the exclusive responsibility for the accuracy of the information you provide to the grantor. In the event of irregularities on the part of you and as a result of this, Phoenix23 does not (fully) receive the price or has to repay the subsidy to the grantor, then Phoenix23 has the right to immediately recover the subsidised amount in its entirety from you, increased with 20% of the subsidised amount.

#### Article 19 PAYMENTS, TAXES AND REFUNDS

- 19.1 Any Service or, if made possible by Phoenix23, a part of a Service, should be paid before the start of the service or part of the Service.
- 19.2 A Service or, if made possible by Phoenix23, a part thereof, can be paid through the use of the Phoenix23 Account Balance or any other payment method Phoenix23 discloses to you.
- 19.3 Through our Services, you may obtain Content free of charge or against payment, in either case referred to as a 'Transaction'. With each Transaction, you acquire a license to use the Content only. Each Transaction constitutes an agreement between you and Phoenix23 and/or between you and the entity that provides the Content through our Services.
- 19.4 Each Transaction for which a fee is due will be charged, including applicable taxes, by Phoenix23, and paid by you in accordance with the payment methods disclosed to you by Phoenix23 at the time of confirmation of your order. If you pre-order Content, you will be charged for it at the time of your order. Unless otherwise required by law, you may not cancel or obtain a refund for a pre-order once you place your order, and pre-ordered Content may be changed without notice.
- 19.5 All charges incurred in connection with the Services and all funds placed in the Phoenix23 Account Balance are payable in advance and are not refundable in whole or in part, regardless of the payment method, except as expressly set forth in this Agreement or as required by applicable law.
- 19.6 Through the Services, Phoenix23 may make available a prepaid balance service ("Phoenix23 Account Balance") through the Phoenix23 Account as described in article 20. Your Phoenix23 Account Balance may only be used to obtain certain products and services offered by Phoenix23. To access the Phoenix23 Account Balance you may be asked to provide registration details, including, but without limitation, a payment method and related billing address. You may only register for one (1) Phoenix23

Account Balance. The payment methods available to you will be disclosed at the time of confirmation of your order. Any promotional code provided to you by Phoenix23 for use as a payment method may be subject to additional terms and conditions associated with the promotion, offer or coupon. When you provide a payment method to Phoenix23 for use in connection with the Phoenix23 Account Balance, you represent to Phoenix23 that you are the authorized user of the payment method, and you authorize Phoenix23 to charge your payment method for any Phoenix23 Account Balance funds or fees incurred by you. If your use of the Phoenix23 Account Balance is subject to any sales or other taxes, then Phoenix23 may also charge you for those taxes. You are responsible for all uses of your Phoenix23 Account Balance, including all applicable taxes and all purchases made by you or anyone else using your Phoenix23 Account Balance.

- 19.7 If you do not have sufficient funds in your Phoenix23 Account Balance to complete a transaction and you have previously entered your payment method, Phoenix23 may automatically charge your payment method a minimum amount determined by Phoenix23 (“Minimum Fee”) to complete the transaction, even if the Minimum Fee exceeds the total amount of your order. Any difference between the Minimum Fee and the total amount of your order will be credited to your Phoenix23 Account Balance.
- 19.8 Within a twenty-four (24) hour period, the total amount stored in your Phoenix23 Account Balance plus the total amount spent out of your Phoenix23 Account Balance, in the aggregate, may not exceed 5.000,00 € or its equivalent in your local currency. Phoenix23 reserves the right to change, modify, or otherwise impose usage limits to your Phoenix23 Account Balance at any time, in its sole discretion.
- 19.9 Phoenix23 Account Balance funds do not constitute a personal property right and have no value outside of the Services. If you are refunded for an item purchased using Phoenix23 Account Balance funds, Phoenix23 will return the funds to your Phoenix23 Account Balance. Phoenix23 Account Balance funds do not accrue interest and, unless otherwise indicated by Phoenix23, are non-transferable to another person.
- 19.10 Phoenix23 reserves the right to suspend or terminate your Phoenix23 Account Balance if after investigation Phoenix23 determines in its sole discretion that you misused the Phoenix23 Account Balance, conducted unauthorized Phoenix23 Account Balance transactions from another user’s Phoenix23 Account Balance, or used the Phoenix23 Account Balance to conduct any fraudulent or illegal activity.
- 19.11 Phoenix23 Account Balances are not refundable and are not redeemable for money or monetary value from Phoenix23 or any other person or entity. Phoenix23 Account Balances that are deemed unclaimed property may be surrendered to that applicable authority, as required by applicable law.
- 19.12 Phoenix23 reserves the right to change or withdraw features, specifications, prices, Services and Content at any time, without notice to you. Phoenix23 does not provide any refunds if the price drops for any Content or Services you purchased, or if Phoenix23 offers subsequent promotional pricing or changes to the product offering. The price applicable to your transaction will be the price that was in effect at the time of the transaction.

- 19.13 Special product, prices and promotions are no longer valid once they are changed or removed. Prices listed do not include sales, unless explicitly mentioned. Applicable sales tax will be calculated and added at the time you complete a transaction. In the jurisdiction in which the local law requires that prices include all applicable taxes, this will be indicated at the time of the transaction. Errors in listed prices, product descriptions, and associated terms may occur. If Phoenix23 discovers an error in the price of items you have ordered, Phoenix23 will contact you. You will have the option of either reconfirming your order at the correct price or cancelling it. If Phoenix23 is unable to contact you, your order will be cancelled.
- 19.14 You agree to receive all invoices in electronic form, including by e-mail. The prices of Content and/or Services may change at any time. If the delivery of Content and/or Services is impossible or unreasonably delayed as a result of technical problems, you will only be entitled to replacement of the Content and/or Services or a refund of the price paid, as determined by Phoenix23. Phoenix23 may refuse a refund claim if it is determined that there has been fraud, misuse of the refund policy, or other deceptive conduct that would entitle Phoenix23 to make a counterclaim.
- 19.15 If Phoenix23 changes or withdraws features, specifications, prices, Services and Content after a purchase, you have the right to terminate this agreement, without an annulation fee, within 15 days from the notification of the change or the withdrawing.
- 19.16 When expressly authorized by Phoenix23 in writing, certain Content may be gifted, traded, and/or transferred. Unless expressly authorized by Phoenix23 in writing, Content purchased may only be gifted, traded, and/or transferred to residents of the same country as the purchaser. Gifts are completed transactions upon purchase, and purchases of Content are between you and Phoenix23, subject to this Agreement. Either you or Phoenix23 may automatically facilitate the gift, trade, or transfer of Content to your designated recipient as the context requires and applicable to each individual gift, trade, and/or transfer. You are responsible for ensuring that your designated recipient is (I) correctly identified, and (II) the appropriate age to receive the gifted, traded or transferred Content.
- 19.17 By accepting the Agreement you guarantee that the minors that have a Phoenix23 Profile connected to your Phoenix23 Account have received your permission to place an order.
- 19.18 Depending on the nature of the Service, a transaction might be taxed according to your country of residence as indicated by you.
- 19.19 Right of withdrawal: If you choose to cancel your order, you can do so within 14 days from the moment it is confirmed to you without giving any reason. This will however not be the case (I) when you already started to use any Service contained in your order , (II) when the Service contains an appointment or participation at an activity, for which the Service or representative of the service has already made arrangements to make the Service possible.

19.20 You can cancel your order by notifying Phoenix23. You can inform Phoenix23 by using the standard form below for cancellation, or by sending Phoenix23 another clear statement. You will immediately receive an acknowledgement of receipt of your cancellation.

In order to cancel your order on time, you must send your cancellation communication before the 14 day period has expired.

Consequences of cancellation: you will receive the purchase amount no later than 14 days after receipt of your cancellation request. The amount will be refunded using the same payment method as you used for the Transaction and you will not owe any fees for this refund.

Exception to the right of withdrawal: You may not cancel your order for the delivery of Content if, at your request, delivery has begun and you have acknowledged that this means that you are losing your right of withdrawal.

Standard form for cancellation:

- To Phoenix23, Kalversteeg 10, 9000 Ghent,

- I hereby terminate my contract with respect to the following article:

COMMITMENT DECISION, NAME ARTICLE, ARTICLE and NATURE].

- Order date [DATE] / received on [DATE].

- Customer name

- Client address

- Customer e-mail address (optional)

- Date

#### Article 20 PHOENIX23 ACCOUNT

20.1 Phoenix23 offers the possibility to create an account (Phoenix23 Account). The Phoenix23 Account Balance shall be connected to the Phoenix23 Account.

20.2 To create a Phoenix23 Account, you have to be of legal age according to the judicial system applicable to you.

20.3 To create an Phoenix23 Account you are obliged to provide your date of birth.

20.3 BY CREATING A PHOENIX23 ACCOUNT YOU DECLARE YOURSELF TO BE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS ON YOUR PHOENIX23 ACCOUNT, AND THE PHOENIX23 PROFILES CONNECTED TO YOUR PHOENIX23 ACCOUNT, INCLUDING THE ACTIONS OF CHILDREN AND ANYONE ELSE WITH ACCESS TO YOUR PHOENIX23 ACCOUNT AND/OR THE CONNECTED PHOENIX23 PROFILE(S) .

- 20.4 The person who created the account and whose payment method is charged (the "Account Owner") has access and control over the Phoenix23 account and the devices that are used to access our Services and is responsible for any activity that occurs through the Phoenix23 Account. To maintain control over the Phoenix23 Account and to prevent anyone from accessing the Phoenix23 Account, the Account Owner should maintain control over the devices that are used to access the Services and not reveal the password or details of the payment method associated with the Phoenix23 Account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your Phoenix23 Account. We can terminate your Phoenix23 account or place your Phoenix23 Account on hold in order to protect you, Phoenix23 or our partners from identity theft or other fraudulent activity.
- 20.5 Within the Phoenix23 Account, you can create up to 5 profiles ("Phoenix23 Profiles"), through which Phoenix can offer Services and Content.
- 20.6 The Phoenix23 determines at its sole discretion the minimum age and other conditions to create a Phoenix23 Profile. Phoenix 23 may revise at its sole discretion the minimum age and other conditions to create or hold an Phoenix23 Profile and use the Services. Phoenix23 determines at its sole discretion when one or more Services need to be made available with a different minimum age than other Services.

#### Article 21 PROCESSING OF PERSONAL DATA

We urge you to read the Privacy Statement which governs and gives you more detailed information about the processing of your personal data by Phoenix23 and about your rights with regard to your Personal Data. The Privacy Statement can be consulted on [www.phoenix23.net](http://www.phoenix23.net).

#### Article 22 RULES FOR THE USE OF THE SERVICES AND CONTENT

- 22.1 Upon confirmation of your transaction, you may access the item you ordered through the Phoenix23 Profile that was used to order the item, according to the Agreement or other terms associated with that item. In case of digital Services, Phoenix23 encourages you to download (if permitted) or access the item immediately after completing your transaction. You bear all risks of loss for accessing the Content, including completing the download of any Content, maintaining a continuous internet connection with sufficient speed ensuring that you have the necessary capabilities to view the Content, including content format compatibility and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible if you do not choose to download or access the Content before it is removed or your licence expires, and for ongoing storage and safekeeping of the Content. Phoenix23 is not obligated to provide you with replacement copies for any reason.
- 22.2 When using the Services and Content, you and the person who uses the Services through a Phoenix23 Profile connected to your Phoenix23 Account (the "User") must comply with the usage rules set forth in this section ("Usage Rules"). Any other use of the Services and Content constitutes a material violation of this Agreement.

Phoenix23 may monitor the use of the Services and Content to ensure that you and/or the user comply with these Usage Rules.

All Services:

- You or the User may only use the Services and Content for personal, non-commercial purposes (except as otherwise provided below);
- Phoenix23's provision of Content does not transfer any promotional usage rights to you or the User or confer or waive any rights of copyright holders on you or the User;
- Preventing the loss, destruction or damage of any Content once downloaded is your own responsibility. We recommend that you back up your Content on a regular basis;
- It is not permitted to disable or bypass the security measures forming part of the Services;
- The Services may be accessed only with the use of Phoenix23 software, sites and applications which Phoenix23 offers ("App" or "Apps"), and may not be modified or altered;
- It is not allowed to attempt to hack or reverse engineer any code or equipment used in connection with the Services;
- It is not allowed to take any action that Phoenix23 considers to be disruptive;
- It is not allowed to transmit any unsolicited or unauthorized material, including junk mail, spam, excessive mail or chain letters;
- It is not allowed to upload, post, stream, or transmit any content that contains viruses, worms, spyware or other computer programs that may damage, interfere with or disrupt the Services.
- You or the User may use the Phoenix23 software and App/Apps on any device that you own;
- Persons acting on behalf of a commercial enterprise, government agency or educational institution (a "Company") may download and synchronize Apps for use by or (I) a single person on one or more equipment owned or held by a Company; or (II) multiple persons on a single shared equipment owned or held by a Company. By way of clarification, each device used by several persons in succession or jointly requires a separate license;
- An individual subscription allows you to use the content of the application(s) to one device at a time;

## Article 23 SUBSCRIPTIONS

The Services and the App or Apps may permit you to purchase access to Content or Services under a subscription ("Paid Subscriptions"). Paid Subscriptions are automatically renewed until they are cancelled in the 'Subscription management' section of your account settings. When the price of a Paid Subscription increases, we will notify you and, if required, will ask you for permission to continue the subscription. The fee due will be charged to you not earlier than 24 hours prior to the commencement of the new subscription period. If we are unable to charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the Subscription Paid, you will remain responsible for any uncollected amounts, and we will attempt to charge the payment method if you update the information about your payment method. This may result in a charge at the start of your next period of your Paid Subscription and may change the date on which you will be billed for each period.

## Article 24 DELIVERY OF CONTENT TO THE SERVICES

- 24.1 The Services of Phoenix23 may offer you the opportunity to provide content or material of your own, such as comments, images, videos and podcasts (including related metadata and artwork) ("User Contributions"). Your or the User's use of such features must comply with the Guidelines for the Supply of Material below that may change from time to time. If you or the User come across material that does not comply with these Guidelines, You are asked to notify Phoenix23. You hereby grant Phoenix23 a worldwide, royalty-free, perpetual, non-exclusive license to use the User Contributions you or the User supply in connection with the Services and related marketing activities. Phoenix23 may review, remove, or modify any material supplied.
- 24.2 You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you post at the time of posting; That the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these Terms & Conditions or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity.
- 24.3 Guidelines for Supply of Material: It is not permitted to use the Services to:
- post material for which you do not have permission, right or licence to use;
  - posting offensive, illegal, misleading or harmful material;
  - post personal, private, or confidential information of others;
  - ask a minor for personal information;
  - present yourself as another person or give a false impression of your relationship with another person or entity;
  - post or transmit spam, including but not limited to unsolicited or unlawful advertising, promotional material or information announcements;

- promote your own services to clients of the Service Provider;
- take authority on the clients trying to promote solutions suggested by yourself;
- plan or take part in any other illegal, fraudulent or manipulative activities.

#### Article 25 RECOMMENDED FEATURES

The Services can make Content recommendations based on your prior downloads, purchases, and other activities.

Some of the recommended features may require your permission before being enabled. Enabling these features will prompt you to permit Phoenix23 to collect and store certain information, such as, but not limited to, information about the activities, location and use of your device. Please read carefully the information presented when you turn on the function.

#### C. ADDITIONAL CONDITIONS FOR THE USE OF THE STORE

##### Article 26 LICENSE TO USE STORE CONTENT.

App licenses may be made available by Phoenix23 or a third-party developer ('App-Supplier'). By giving an App-Supplier the opportunity to offer their apps in the application, Phoenix23 acts as the representative of the App-Supplier, but it is not a party to the purchase or use agreement you have concluded with the App-Supplier. Each App you purchase will be governed by the End User License Agreement for Licensed Apps ("Standard EULA") set out below, unless Phoenix23 or the App-Supplier enters into a separate license Agreement with you ("Special License Agreement"). The responsibility for the content, warranties and any claims against the Third-Party App rests solely with its App-Supplier. You accept that Phoenix23 is a third-party beneficiary under the Standard or Special License Agreement applicable to the Third-Party App and is entitled to enforce compliance therewith.

##### Article 27 END USER LICENSING AGREEMENT FOR LICENSED APPS

- 27.1 Apps offered by Phoenix23 are not sold to you, but licensed to you. You will receive a license for an App by agreeing in advance to this End User License Agreement for Licensed Apps (the "EULA") or to a special End User License Agreement concluded between you and the Application Supplier ("EULA Special EULA License Agreement"). The license to an Phoenix23 App or feature granted to you under the Standard or a Special EULA is granted by Phoenix23, while the license to a Third-Party App granted to you under the Standard or a Special EULA is granted by the supplier of that Third-Party App. Each App to which the Standard EULA applies becomes a 'Licensed App'. The Application Provider or Phoenix23 ("Licensor") reserves all rights in and to the Licensed App that are not expressly granted to you under this Standard EULA.
- 27.2 Scope of License: Licensor grants you a non-transferable license which, subject to the Usage Rules, grants you the right to use the Licensed App on any Phoenix23 product owned or held by you. The terms of this Standard EULA apply to all content, materials

and services accessed or purchased through the Licensed App and to all upgrades made available by Licensor that replace the original Licensed App, unless a Special EULA applies to that upgrade. Except as otherwise provided in the Usage Rules, it is not permitted to distribute or make available the Licensed App over a network on which it could be used by multiple devices at the same time. You may not transfer, redistribute, or sublicense the Licensed App and if you sell your Device to a third party, you must remove the Licensed App before selling the Device. You may not copy, decompile, reverse engineer, disassemble or modify the Licensed App or updates or any part thereof (except as expressly permitted under this license and the Usage Rules), or attempt to retrieve the source code thereof or create derivative works from it (except to the extent that applicable law does not permit the exclusion of the foregoing restrictions or to the extent that the prohibited acts are permitted under the license terms applicable to open source components contained in the Licensed App).

- 27.3 Permission to use data: You agree that Licensor may periodically collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, to facilitate the provision of any software updates, product support, and other services related to the Licensed App to you. Licensor may use this information to improve its products or to offer you other services or technologies, provided the information is in a form that does not personally identify you.
- 27.4 The license is valid until terminated by you or the Licensor. Your rights under this license terminate by operation of law if you fail to comply with the terms of this license.
- 28.5 External Services: The Licensed App may provide you with access to services and websites of the Licensor and/or third parties (together and individually referred to as the 'External Services'). You represent that you use the External Services entirely at your own risk and that Licensor is under no obligation to examine or review the content or accuracy of any External Services, and accept that Licensor shall have no liability of any kind with respect to any External Services. Information displayed by Licensed Apps or External Services, including but not limited to financial, medical and location information, is for general purposes only and is not warranted by Licensor or its agents. You may not use the External Services in any manner that would violate the terms of this Standard EULA or infringe the intellectual property rights of Licensor or any third party. You agree not to use the External Services in any manner that is harassing, threatening, offensive or defamatory to any other party, and that Licensor is not responsible for such use. Certain External Services may not be offered in all languages or in your country and may not be suitable or available for use in a particular location. To the extent that you decide to use such External Services, you are solely responsible for compliance with applicable law. The Licensor may at any time without further notice or liability on its part modify, suspend, remove, disable or limit or impose additional restrictions on the access to the External Services.
- 27.6 NO WARRANTY: Licensor shall use reasonable care and skill in supplying the Licensed App and all External Services provided to you under the Licensed App. The Licensor makes no other representations or warranties with respect to the External Services and, in particular, does not warrant such representations or warranties that:

(I) your use of the External Services will not be interrupted and will be error-free;

(II) the External Services shall be free from damage, corruption, assaults, viruses, manipulation, hacking or other security breaches, and the Licensor disclaims any liability therefor. You are responsible for backing up your own system, including any Licensed App that you have stored in your system.

#### 27.7 Limitation of liability:

(I) Except as described in paragraph (ii) below, the Licensor, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors shall not be liable in any event for any loss or damage caused by the Licensor, its employees, or agents when such loss or damage occurs:

(1) there is no violation of a legal duty of care to you by the Licensor or its employees or agents;

(2) that loss or damage is not the reasonably foreseeable consequence of such a breach;

(3) that loss or damage has increased as a result of your breach of the terms of this End User License Agreement (the 'License Agreement');

(4) that loss or damage is the result of a decision by Licensor to alert you, suspend or terminate your access to the External Services, or take any other action in the course of the investigation of a suspected violation, or is the result of Licensor's finding that a violation of this License Agreement has occurred;

(5) that loss or damage relates to loss of income, business or profits, or loss of or corruption of data in connection with your use of the Licensed App;

(6) as a result of any personal decisions of the user,

(7) as a result or based on any suggestion of, opportunity indicated by or consult of Phoenix23,

(II) Nothing in this Agreement shall relieve Licensor of or limit its liability for fraud, gross negligence, wilful misconduct, or for death or personal injury caused by Licensor's negligence.

27.8 You may not use, export or re-export the Licensed App except to the extent permitted under Belgian law and the laws of the jurisdiction in which you obtained the Licensed App.

27.9 You also agree not to use these products for any purpose prohibited under Belgian law.

Article 28      MAINTENANCE AND SUPPORT

Phoenix23 is solely responsible for providing maintenance and support for the Phoenix23 Apps, or where required to do so by applicable law. The responsibility for maintaining and supporting Third-Party Apps rests with the App-Suppliers.