

Terms of use Incrowd

1. General

- 1.1. The Incrowd apps (“Incrowd”) are owned by The Others Online B.V. (“TOO”) and are intended only for users to whom TOO has granted access through an annual subscription.
- 1.2. Incrowd is an application that can be used on a mobile phone or tablet with access to Internet, or directly by using an internet browser.
- 1.3. You understand and agree that TOO has the right to
 - 1.3.1. change these terms of use at our sole discretion; and/or
 - 1.3.2. to expand and to modify Incrowd.

2. Access to Incrowd

- 2.1. To use Incrowd, you need an account (“Account”). During set-up, your account will be prepared by TOO on a corporate e-mail address you choose. The e-mail address is your username. You receive an e-mail with a link that can be used to create a password. You can change the password at any time.
- 2.2. By activating the Account, logging in and using Incrowd, you accept these Terms of use.
- 2.3. If access to Incrowd is blocked, please contact our support department at support@incrowdpro.nl

3. Use of Incrowd

- 3.1. All costs of using the internet and your mobile telephone or tablet are for your own account.
- 3.2. It is not allowed to remove or circumnavigate technical facilities that are meant to protect Incrowd, nor to have them removed or circumnavigated.
- 3.3. TOO always advises:
 - 3.3.1. to use the latest Incrowd version. The use of previous versions may result in Incrowd not working properly; and
 - 3.3.2. to use the original and latest version of the operating system of your phone or tablet.
- 3.4. Your right to use Incrowd ends with immediate effect at the time the annual subscription is completed (and not renewed).

4. Disclaimer of liability

- 4.1. TOO accepts no liability in respect of any Incrowd content.
- 4.2. TOO is not liable for damages arising out of - or related to the access or use of Incrowd, including but not limited to damages caused by any errors or omissions, failures or interruptions in Incrowd.
- 4.3. You indemnify TOO from all claims from third parties (including your users) arising out of - or related to the use of Incrowd.

5. Applicable law and dispute resolution

- 5.1. These Terms of use are governed by Dutch law.
- 5.2. All disputes arising out of - or related to these Terms of use, shall be exclusively submitted to the jurisdiction of the court in Amsterdam.