

UTOMIK B.V

TERMS OF SERVICE

Last updated on: June 22nd, 2022.

INTRODUCTION

Please read this Terms of Service (hereinafter the “**Agreement**”) carefully, as it constitutes a legally binding agreement between you and Utomik B.V. (“**Utomik**”). This Agreement governs your use of any content services and other related materials that have been developed by Utomik and/or its or its affiliates’ third-party licensors, including, without limitation, the Cloud Service (as defined in article 1.6) (altogether the “**Utomik Service**”). By accessing and/or using the Utomik Service, you agree to be bound by the terms and conditions of this Agreement. By accepting this Agreement you accept all terms and conditions laid down in this Agreement and that you meet all requirements to use the Utomik Service. In case you do not agree to this Agreement, you are not granted any required authorization to access or use the Utomik Service, including, without limitation, any of the various products offered by Utomik and/or its affiliates.

PRIVACY

We believe it is important to be transparent about how we process your personal data. For more information, we refer to our privacy policy which can be found by clicking the following link: <https://static.utomik.com/privacypolicy.pdf>.

1. Requirements

- 1.1 This Agreement can only be accepted by an adult who has reached the legal age of majority in the country in which your account is registered or is at least eighteen (18) years old.
- 1.2 If you are between the ages of thirteen (13) and seventeen (17), or otherwise considered a minor of at least the age of thirteen (13) in the country in which you reside (“**Minor**”), then:

- A. You agree to review this Agreement and the Utomik privacy policy with your parent or legal guardian in order to ensure that both you and your parent or legal guardian understand the provisions of this Agreement and the provisions of Utomik's separate privacy policy;
 - B. Your parent or legal guardian must indicate, on your behalf, their acceptance of and agreement to comply with all of the provisions of this Agreement and of Utomik's privacy policy; and
 - C. You are not authorized to access and use the Utomik Services and/or Content Materials and Services (as defined in article 2.5) and/or make any Account (as defined in article 1.4) and/or Sub-Account (as defined in article 2.2) if your parent or legal guardian has not given the required consent.
- 1.3 If you are below the age of thirteen (13), you are not authorized to access and use the Utomik Services and/or the Content Materials and Services, and you must immediately cease and desist any further access and use of the Utomik Service and/or the Content Materials and Services.
- 1.4 You must create an authorized account in accordance with the then-applicable account registration rules adopted by Utomik ("**Account**"). The term Account includes Principle Accounts (as defined in article 2.1) as well as Sub-Accounts.
- 1.5 You will be considered an authorized user of the Utomik Service ("**User**") by:
- A. Installing the Utomik Service client software;
 - B. Indicating your acceptance of the terms and conditions of this Agreement; and
 - C. Creating an Account.
- 1.6 As an exception to article 1.5, you will only be considered a User of the additional cloud service that gives you access to the cloud offered by Utomik in accordance with this Agreement ("**Cloud Service**") if you pay an additional fee.
- 1.7 A User of the Utomik Service may allow their real name, profile photo, avatar, and user name to be made publicly available on the internet, including by persons who are not registered users of the Utomik Service.
- 1.8 Please note that the creation of Sub-Accounts, the Utomik Service, and the Content Materials and Services may not be available or supported in certain countries, territories, and/or languages.
- 1.9 In the case of unavailability in your country, you are not allowed to use and/or access these unavailable services. If you still use the Utomik Service and/or any of the Content Materials and Services, Utomik will in no way be responsible for any performance of the Utomik Service and/or any of the Content Materials and Services.

2 Accounts

- 2.1 Accounts that have been registered by eligible individual owners who are over the age of majority are "**Principal Accounts**."

- 2.2 A Principal Account is able to create a limited amount of subordinated Account(s) that may be used by someone who resides at the same address as the (“**Sub-Account**”).
- 2.3 Each Account may only be used by one User on a maximum of three (3) different devices.
- 2.4 Deletion or termination of a Principal Account may cause the deletion or termination of all Sub-Accounts that are connected to such Principal Account.
- 2.5 As a User, you will be permitted to access and use certain Utomik-proprietary software, content materials, and related services that are made available by means of the Utomik Service (“**Content Materials and Services**”).
- 2.6 All information that you submit in connection with any Account is and shall be:
- A. Truthful;
 - B. Current;
 - C. Complete; and
 - D. Accurate.
- 2.7 Principal Accounts are given the ability to control certain features of or concerning all related Sub-Accounts, including, without limitation:
- A. Billing transactions, payment methods, and related financial information;
 - B. Any Content Materials and Services that can be accessed and/or used; and
 - C. Certain methods and features of or concerning any offered communication channels.
- 2.8 You are not authorized to (offer to) sell, rent, assign or otherwise transfer any Account; or (offer to) sell or otherwise provide any third party with access to and/or use of any aspect or portion of the Utomik Service and/or any of the Content Materials and Services; or to sublicense any of your limited rights pursuant to this Agreement to any other person or entity.
- 2.9 The Account(s) and any related login information are only meant for yourself and will be treated as confidential information that you may not share with any third party, unless there is a legal reason for you to do so and/or Utomik gives prior written consent.
- 2.10 Your Account may incorporate your personal payment information that you elect to provide to Utomik in connection with a transaction for purchasing a license or otherwise obtaining the rights necessary for any Content Materials and Services.
- 2.11 Utomik reserves the right, at its sole discretion, to:
- A. Send messages to the owner of a Principal Account concerning the activities of any related Account that involve the Utomik Service;
 - B. Deny, suspend and/or terminate the registration of any Account if Utomik suspects and/or notices that this Account does not comply with this Agreement;
 - C. Remove or disable any content or communication from the Utomik Service; and
 - D. Provide you with certain audiovisual content that Utomik believes may be of interest to you. Such content may include, without limitation, advertisements,

marketing materials, product placements, or promotional materials within the Utomik Service or within any of the Content Materials and Services.

3 Parental Consent and Control

- 3.1 In order to create a Sub-Account for a Minor, you will be required to provide:
- A. Your acknowledgment and confirmation that you are responsible for the Minor and for any Sub-Account(s) that the relevant Principal Account chooses to create;
 - B. Your explicit consent to the terms and conditions of this Agreement;
 - C. Your consent to the collection, storage, use, and disclosure of the Minor's personal information by Utomik and certain third parties (in accordance with the terms and subject to the conditions of the applicable privacy policy) in order to allow the Minor to access and use the Utomik Service and the then-available Content Materials and Services;
 - D. Your consent to allow the Minor to interact and communicate with others in connection with the Utomik Service and certain third-party services, as applicable, in accordance with this Agreement and Utomik's privacy policy; and
 - E. Your credit card information, which may be requested by Utomik in connection with the attempt to create a Sub-Account for a Minor. Your credit card information assists Utomik in verifying that it has received parental consent in accordance with the laws that require you to grant your consent.
- 3.2 The ability of any Sub-Account to access and/or use certain Content Materials and Services may be restricted due to the age of the designated user of such Sub-Account and the rating of any applicable content.
- 3.3 Certain content may be deemed to be objectionable or otherwise inappropriate for certain people, including children of a particular age, which may vary from country to country (or by culture, gender, ethnicity, religion, or otherwise). Note that not all of the Content Materials and Services are given an individual rating and, as importantly, the ratings or descriptions for the available Content Materials and Services are often provided by third parties; therefore, Utomik cannot guarantee that such ratings or descriptions are accurate or complete.

4 License granted

- 4.1 Subject to the terms and conditions of this Agreement and any additional terms or conditions (as applicable) that may be adopted by Utomik or its respective licensors, at its/their sole discretion, with respect to any particular Content Materials and Services, Utomik hereby grants you a personal, revocable, temporary, non-exclusive, non-transferable, non-sublicensable, limited license to:
- A. Access and use the Utomik Service, excluding the Cloud Service and Content Materials and Services, for your private, non-commercial use and enjoyment;
 - B. Give access to the use of any Sub-Account and the related login information of this Sub-Account, in accordance with articles 2.2 and 2.3; and

- C. If applicable, the private, non-commercial use and enjoyment of the Content Materials and Services of any authorized Minor (hereafter “**License**”).
- 4.2 If you decide to purchase the additional Cloud Service by paying the additional fee, the abovementioned License will be accompanied by a personal, revocable, temporary, non-exclusive, non-transferable, non-sublicensable, limited license to the Cloud Service that will count as part of the License for the sake of this Agreement.
- 4.3 The License is subject to your compliance with all terms and conditions of this Agreement along with the terms and conditions of any other policies, codes of conduct, or other such forms of agreement, if applicable, and all relevant copyright and intellectual property rights laws. Utomik has the right to suspend and/or terminate the License in case you do not comply with these terms and conditions.
- 4.4 In order to maintain the effectiveness of your License, you will comply with the following covenants:
- A. You will not copy, reproduce, adapt, modify, or otherwise create any derivative works based on or otherwise derived from the Utomik Service and/or the Content Materials and Services or any part of it without Utomik’s prior written approval;
 - B. You will not distribute, lease, lend, license, loan, rent, sell, sublicense, transfer or otherwise provide access to, or grant any security interest in or otherwise encumber, any portion or aspect of the Utomik Service and/or the Content Materials and Services without Utomik’s prior written approval;
 - C. You must not translate, disassemble, decompile, attempt to derive source code from, or otherwise reverse engineer any portion or aspect of the Utomik Service and/or any of the Content Materials and Services;
 - D. You must not obscure, delete, remove or otherwise modify any proprietary notice or label relating to the Utomik Service and/or any of the Content Materials and Services;
 - E. You must not attempt or otherwise succeed in bypassing, disabling, or otherwise circumventing any security system, authentication mechanism, or other protection methodologies that are used by Utomik, at its sole discretion, in connection with the Utomik Service and/or any of the Content Materials and Services;
 - F. You must not use the Utomik Service and/or any of the Content Materials and Services for any commercial purpose or for any purpose other than that which is expressly licensed by Utomik to you pursuant to this Agreement; and
 - G. You must not violate any law, rule and/or regulation.
- 4.5 At Utomik’s sole discretion, the Utomik Service and the Content Materials and Services applicable to the license:
- A. Are made available on a single transaction basis and/or on a subscription basis, as may be determined by Utomik at any time and from time to time;
 - B. Are licensed to you on a terminable basis; and
 - C. May require the downloading, installation, and/or other forms of update (e.g., an automatic update) in order to improve and/or otherwise support the capabilities, specifications, performance, security, and/or integrity of the Utomik Service.
- 4.6 Third-party publishers and/or other third parties may control access to their respective contributions to the Content Materials and Services or certain aspects or elements thereof, including, but not limited to, delivery, community management, gameplay, and/or customer service (collectively, “**Third-Party Services**”). You may

also be required to indicate your acceptance of the additional terms and conditions of use that are applicable to any particular Content Materials and Services and/or Third-Party Services (collectively, "**Third-Party Terms**").

5 Subscriptions

- 5.1 Utomik may provide you with the opportunity to order and/or download Content Materials and Services for a particular period of time on a subscription basis (a "**Subscription**"). These Subscriptions shall renew automatically unless and until you cancel or terminate any such Subscription.
- 5.2 If you no longer wish to obtain the benefits of any particular Subscription or be liable for further charges corresponding to any particular Subscription, you must indicate your desire to terminate the Subscription through the 'Manage Subscription Under My Account' settings or by contacting customer service at <https://support.utomik.com/hc/en-us/requests/new> in order to effectively end the Subscription. Cancellation will be effective and will be deemed to occur at the end of the then-current subscription term.
- 5.3 Once any Subscription is terminated by you or by Utomik, you will no longer be provided access to any of the corresponding Content Materials and Services that were included with such Subscription at the time of your transaction order for the Subscription (except as may otherwise be permitted by Utomik, at its sole discretion).

6 Uptime

- 6.1 Uptime is the time that the Utomik Service is available, expressed in percentages, calculated over a period of two consecutive months ("**Uptime**").
- 6.2 Any periods in which the Utomik Service is not available due to prior announced maintenance ("**Planned Maintenance**") will not count towards the uptime.
- 6.3 Utomik shall use commercially reasonable efforts to ensure that the Uptime of the Utomik Service will be at least 99%, save for Planned Maintenance as stated in article 6.2 above.

7 Upgrades and Updates

- 7.1 From time to time, it may be necessary to make certain content available to you to ensure that the Utomik Service and/or any of the Content Materials and Services are functioning properly. Some content may be provided automatically without notice when you choose to access the Utomik Service.

- 7.2 Updates and/or Planned Maintenance may cause a loss of prior data or of the previous version of any affected content or cause a loss of certain features or functionalities of or concerning the Content Materials and Services and/or the Utomik Service. Utomik is not responsible for backing-up files, as this should be done by you.
- 7.3 In order to improve and/or otherwise update your ability to access and use the Utomik Service and the Content Materials and Services, it may be necessary to allow Utomik's client software to be active while your computing device is connected to the internet and interacts with the Utomik Service and/or that your access to the Utomik Service and/or any of the Content Materials and Services may be suspended or discontinued.
- 7.4 Utomik or its affiliates have no obligation to guarantee you access to any improvements, enhancements, new versions, or other such updates that Utomik may choose to make available in the future in connection with the Utomik Service and/or any of the Content Materials and Services.

8 User Conduct

- 8.1 We think it is important that the Utomik Service is safe and enjoyable for everyone and the use and/or access to the Utomik Service for harmful activities is expressly prohibited. Please make an effort to be polite and to act respectfully when you interact with others that you encounter during the times that you are accessing and using the Utomik Service and/or any Content Materials and Services. Therefore you will comply with the following rules of conduct:
- A. You will not share information and/or content that could be considered deceptive, dishonest, fraudulent, misleading, or untruthful;
 - B. You will not share information and/or content that could be considered to be abusive, defamatory, discriminatory, erotic, hateful, illegal, indecent, inflammatory, lewd, libelous, licentious, obscene, objectionable, pornographic, racist, sexually suggestive, threatening, bullying, stalking, harassing of any other person, or engage in any conduct that constitutes, facilitates or encourages creating, establishing, organizing or otherwise being involved in a hate group;
 - C. You will not interfere with, disturb, impair and/or disrupt another player's use of the Utomik Service or Content Materials and Services or any part thereof;
 - D. You will not share information and/or content that contains commercial, charitable, and/or idealistic communication;
 - E. You will not share information and/or content that contains adware, bots, malware, spyware, time bomb, Trojan horses, virus, worms, or other software or malicious code;
 - F. You will not share information and/or content that contains any unauthorized software or hardware, including any cheat, cheat code software, exploit, hack, automation software, bot, robot, spider, device, or other forms of automatic or manual process that is intended to circumvent any security method or process;
 - G. You will not share information and/or content that infringes the rights, reputation, or interests of Utomik and/or third parties;

- H. You will not share information and/or content that contains hyperlinks, torrents, or similar information that includes and/or refers to material that infringes the rights of third parties;
 - I. You will not interfere with or disrupt any server and/or network used to support or provide the Utomik Service, Content Materials and Services, and/or any other service provided by Utomik (including any hacking into, cracking into, or taking information from the Services);
 - J. You will not impersonate another person or falsely imply that you are an employee and/or representative of Utomik or its affiliates, licensors, or other third parties; and
 - K. You will not share information and/or content that is unlawful.
- 5.2 Utomik reserves the right to undertake monitoring and/or recording of any activities undertaken in connection with the Utomik Service or the access and use of the Content Materials and Services at its sole discretion, and you hereby give your express consent to Utomik to monitor and record your activities and communications. However, Utomik is not obliged or responsible for this monitoring or recording.

9 Intellectual Property Rights

- 9.1 The Utomik Service and the Content Materials and Services incorporate various intellectual property rights that include, without limitation, copyrights, trademarks, patents, trade secrets, and other intellectual property rights and proprietary rights (“**Intellectual Property Rights**”). No ownership rights, title, or other interests with respect to any Intellectual Property Rights are sold, assigned, or otherwise transferred to you. Utomik and its respective licensors (as applicable) retain all rights, title, and interests in and to the computer software and all other materials comprising the Utomik Service and the Content Materials and Services, including, without limitation, any and all software, data and content in or used in connection with the Utomik Service, any Account, the Content Materials and Services, and all Intellectual Property Rights in and relating to any of the foregoing.
- 9.2 All other companies, product and service names, and logos that are displayed on or in connection with the Utomik Service are the trade names, trademarks, and service marks (“**Marks**”) of their respective owners. You may not reproduce or otherwise use any of the Marks without the express written consent of its owner. Additional terms and conditions, including usage restrictions and/or requirements, may be adopted by Utomik with respect to any particular Content Materials and Services, and such terms and conditions may differ on a product-to-product and from service-to-service basis. Utomik and its respective licensors (as applicable) shall determine the terms and conditions that apply to any specific Content Materials and Services and may change or otherwise modify any such terms or conditions at any time and from time to time, at its/their sole discretion.
- 9.3 Any and all rights not expressly granted to you by Utomik are hereby expressly reserved by Utomik and its licensors (if applicable).
- 9.4 Whenever the terms ‘purchase’, ‘buy’, or ‘sell’ are displayed or otherwise referenced on or in connection with the Utomik Service, such terms do not and shall not signify

or imply any transfer of ownership of any portion or aspect of the Utomik Service, any Content Materials and Services, or any Intellectual Property Rights.

10 User-Generated Content and Information

- 10.1 **"User Content"** means any content of any kind or nature that you make available to other Users in connection with your use of the Utomik Service, or to Utomik or its affiliates in connection with your use of the Content Materials and Services or otherwise in connection with your use of the Utomik Service, including, but not limited to, your name, username, profile, photos, friends list, activities, gameplay, and information about your purchases and access to and use of the Utomik Service and Content Materials and Services.
- 10.2 You hereby grant Utomik and its affiliates a non-exclusive, royalty-free, worldwide, perpetual license to copy, reproduce, prepare derivative works, display, and perform (publicly or otherwise), modify, translate, broadcast, publish, transmit, distribute, and otherwise use your User Content and any derivative works that are based on or otherwise derived from your User Content without any monetary or other forms of compensation, or any other restriction, obligation or liability to you or to any third party.
- 10.3 By authoring, writing, creating, posting, uploading, sharing, transmitting, or otherwise distributing any User Content, you represent and warrant that you have all required rights necessary to post, upload, share, transmit, and distribute such User Content and to grant Utomik the foregoing license rights with respect to the User Content. You further agree to cooperate with Utomik and to provide reasonable assistance in order to resolve any disputes that may arise in connection with your Information and/or User Content.
- 10.4 You may share information in connection with your participation in the Utomik Service, including your username, profile, photos, avatars, friends list, activities, gameplay, time spent per game, scores or other information specified by the game to be shared, communications, and transaction history (collectively, **"Information"**), as well as your personal data and other such personally-identifying information.
- 10.5 In the event that you choose to share any such information, the subsequent reproduction, distribution, or other use of your Information by any such third-party website or service will be subject solely to such third-party's terms of service, terms of use, privacy policy, and other terms and conditions that have been adopted by such third party (collectively, **"Third-Party Policies"**).
- 10.6 If you provide any recommendations, evaluations, analyses, suggestions, and/or other forms of a comment to Utomik regarding the Utomik Service or any of the Content Materials and Services (collectively, **"Feedback"**), Utomik is and shall be freely entitled to use and exploit your Feedback however it chooses, without any payment or other form of obligation or liability to you.

11 Transactions and Billing

- 11.1 You may only obtain access to the Cloud Service and/or Content Materials and Services that are made available as part of the Utomik Service by using a credit card, debit card, or other forms of payment option designated or otherwise authorized by Utomik (“**Payment Method**”). In no scenario other than those written down in this Agreement, you have any right to a refund.
- 11.2 To the fullest extent permitted by law, all purchases and other charges made in connection with accessing and using the Utomik Service are payable in advance, are intended to be final, and shall be deemed to be governed by applicable law and regulatory requirements that are in effect at the time such transaction was completed. Notwithstanding the foregoing, you can claim a refund in certain situations, as described therein.
- 11.3 If you are a resident of the European Union, you have the right to withdraw from acquiring any particular digital content without charge and without being obliged to provide any reason for such withdrawal at any time for a period of fourteen (14) calendar days from the initial date of such transaction or until Utomik, with your express consent, has begun performance of its obligations with respect to such transaction, whichever occurs first.
- 11.4 By entering into and finalizing a transaction using your Account, you agree that:
- A. You expressly authorize and will pay for all transactions made using your Account, including subscription-based charges that occur on a recurring basis;
 - B. You authorize Utomik to charge your Payment Method for any and all fees that are due and payable in connection with any and all transactions that are undertaken using your Account;
 - C. You shall be subject to any terms and conditions that are applicable to the particular Content Materials and Services that are the subject of any such transaction;
 - D. Utomik reserves the right to cancel any Subscription due to non-payment and/or false payment information or an invalid Payment Method;
 - E. Utomik reserves the right to charge your Payment Method for any fee, penalty, or other charge resulting from an inquiry or other request by your Payment Method processor to cancel or otherwise reverse the charges associated with any particular transaction; and
 - F. Utomik reserves the right to charge your Payment Method for any bank fees relating to any and all transactions made by or in connection with your Account.
- 11.5 Utomik may add, remove, adjust or otherwise modify any prices and/or fees relating to the Utomik Service and/or the Content Materials and Services at any time and from time to time with a five (5) days prior notice before the end of a Subscription term. Any change in the price(s), or in the event of any promotional offer, special prices, product offerings, or the deleting or removal thereof, will not give you any right to a refund or credit.
- 11.6 Prices referenced do not include any applicable sales taxes or VAT unless the country in which you reside requires disclosure of such taxes. Any sales taxes or VAT will be calculated and added to the costs corresponding to your transaction at the time that you complete such transaction.

- 11.7 Inadvertent errors may be displayed within or otherwise occur in connection with the Utomik Service (e.g., errors in quoted prices, product descriptions, descriptions of any applicable terms or conditions, etc.). Should we discover an error in the price of any particular Content Materials and Services that have been ordered by you or by means of your Account, we will contact your e-mail address and give you the option of either reconfirming your order at the corrected and updated price or cancel such order. In the event we are not able to contact you, Utomik expressly reserves the right to cancel your order.

12 Gift Card and Free Trials

- 12.1 Utomik may choose to offer, at its sole discretion, gift cards that are redeemable for a Subscription (“**Gift Cards**”) and/or to make a free trial Subscription offer regarding certain Content Materials and Services to interested Users.
- 12.2 Gift Cards cannot be redeemed for cash or any other credit, and Gift Cards cannot be returned for a refund or resold or otherwise transferred to any third party (except where required by law).
- 12.3 Gift Cards that may be offered by Utomik, if any, are single-use cards, meaning that the full face value for a Subscription is deducted at the time of redemption, and no partial or incremental redemption or credit is or will be permitted.
- 12.4 In order to redeem a Gift Card, you must comply with all of the terms and conditions of this Agreement. Utomik is not responsible for and shall have no obligation or liability with respect to any loss or damages resulting from any lost, stolen, or fraudulently obtained Gift Card(s) or for any unauthorized use thereof.
- 12.5 In accordance with the applicable terms and conditions of any free trial offer, failure to effectively cancel your free trial Subscription before the scheduled expiration date would result in the then-applicable Subscription price being charged to your account automatically, without further notice, at the start of each Subscription license term.

13 Termination

- 13.1 Utomik may use measures that include but are not limited to termination or suspension of any of your Accounts, automatic removal or blockage of User Content, Content Materials and Services, implementation of upgrades, deployment of security measures, and/or any other remedial efforts that are intended to remedy a violation.
- 13.2 Upon termination of this Agreement, your Account(s), and/or license to the Content Materials and Services and/or the Utomik Service, you will no longer be authorized to access and/or use, and therefore you shall immediately cease any access and/or use, the Utomik Service and/or any of the Content Materials or Services, nor shall you author, post or otherwise distribute any User Content. Any scores, values, game rankings, and/or other such information of or concerning your prior access and usage

of the Utomik Service and/or of the Content Materials and Services will not be retained or otherwise made accessible to you.

14 Warranties and Liability

- 14.1 The Utomik Service is provided on an 'as is' and 'as available' basis without any warranty of any kind. Utomik does not guarantee that the Utomik Service and/or the Content Materials and Services are free from errors, interruptions, delays, latency, bugs, and/or defects or that they work flawlessly and/or are available at all times. You may, however expect that the Utomik Service and/or the Content Materials and Services are fit for purpose.
- 14.2 Utomik assumes no liability for any inability to access, purchase, download, upload, license, post, purchase, use or transact any activity regarding the Utomik Service, any of the Content Materials and Services, and/or any data or information relating to any of the foregoing.
- 14.3 You acknowledge and agree that the Cloud Service has specific requirements and services and that Utomik and/or its affiliates are not liable in any way for problems and/or other situations resulting from the following:
- A. A lack of a fast and stable internet connection that might interrupt and/or lessen your experience of the Utomik Service and/or any of the Content Materials and Services, including, without limitation, the use of a VPN connection;
 - B. Any change in the settings done by a User; and
 - C. The usage of mobile data (to provide an internet connection) results in additional provider fees, including, without limitation, the scenarios that the mobile data warning of Utomik did not show and/or phones that automatically swap between the usage of Wi-Fi and mobile data.
- 14.4 The eligible registrant of a Principal Account is and shall be solely responsible and personally liable for the security, safekeeping of your Account(s) and computer, and any and all actions and omissions associated with any of their Accounts, including, without limitation, any and all legal and/or financial obligations that may be incurred in connection with any Sub-Account.
- 14.5 Any and all use of your Account(s) shall be deemed to have been made by you, and Utomik shall in no way be responsible or have any liability for:
- A. Any use of your Account(s);
 - B. Any information relating to your Account(s);
 - C. Any communications or activities that occur as a consequence of any use of your Account(s); and/or
 - D. Any information relating to your Account(s).
- 14.6 You acknowledge that the Utomik Service requires a secure, quality, and a reliable internet connection and that you are solely responsible for any needed service, at your sole risk and expense, including, without limitation:
- A. Payment of any third-party fees;

- B. Airtime charges; and/or
 - C. Other costs that are imposed by your service provider.
- 14.7 The provision, quality, security, and reliability of or concerning your internet connectivity or other service are the sole responsibility of the third-party service provider that you select to provide you with such service.
- 14.8 In no event shall Utomik and/or its affiliates be liable under or in connection with this Agreement for the following losses and/or damages (regardless of the cause thereof):
- A. Indirect damages and losses;
 - B. Incidental Damages and losses;
 - C. Consequential damages and losses;
 - D. Special damages and losses;
 - E. Punitive damages and losses;
 - F. Exemplary damages and losses.
- 14.9 Notwithstanding the limitation of liability as referred to in article 14.8 above, the liability on the part of Utomik and/or its affiliates is limited to the amount of fifty euros (€50,00).

15 Modifications

- 15.1 Utomik has the right to unilaterally add, remove, modify, update and/or change at any time and from time to time, at its sole discretion:
- A. The terms and conditions of this Agreement;
 - B. Any features, specifications, services, and/or content relating to the Utomik Service and/or any of the Content Materials and Services; and
 - C. Any applicable system requirement(s) for accessing and using the Utomik Service and/or any particular Content Materials and Services (all together referred to as “**Changes**”).
- 15.2 You will be notified of any Changes via mail and/or the Utomik Service. Your continued use of the Utomik Service and/or Content Materials and Services after changes constitutes your acceptance of these terms.
- 15.3 The Changes will come into effect as described in the communication via mail and/or the Utomik Service or if such description is missing immediately at the moment of its publication.
- 15.4 If you do not accept these Changes, you are obliged to immediately stop using the Utomik Service and/or Content Materials and Services and terminate your Subscription and Account(s) without any kind of refund.

16 Miscellaneous

- 16.1 This Agreement constitutes the entire and exclusive understanding and agreement between Utomik and you regarding the use of the Utomik Service and/or the Content Materials and Services. This Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Utomik and you regarding the Utomik Service and/or the Content Materials and Services.
- 16.2 You cannot assign or otherwise transfer this Agreement or any right granted or obligation imposed hereunder. Utomik may freely assign or transfer this Agreement without restriction.
- 16.3 Utomik shall be entitled to the issuance of appropriate equitable relief regarding your breach or alleged breach of this Agreement in any court of competent jurisdiction in any county, state, or country in which such breach or alleged breach occurs.
- 16.4 If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that term will be deemed not to form part of this Agreement, but the remainder of this Agreement shall remain in full force and effect.
- 16.5 This Agreement shall be governed by and construed under the laws of the Netherlands without giving effect to principles of conflicts of law or choice of law.
- 16.6 Any and all disputes arising from or in connection with this Agreement shall be subjected to the exclusive jurisdiction of the courts in The Netherlands.

If you have any questions about these Terms of Services or want further information, please contact Utomik via <https://support.utomik.com/hc/en-us/requests/new> or address to: Utomik B.V. Customer Support, Paradijslaan 5, 5611 KM, Eindhoven, the Netherlands.