

ACCEPTABLE USE POLICY – KADONATION NV

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Hooray! We are happy to have you on board with our online gifting platform, which makes giving gifts simple and personal. To ensure you have the best experience with us, please take a moment to read through our Acceptable Use Policy on how to use the Platform. Here, you'll learn all about how our Platform works. We'll also show you how to use our Services safely and responsibly, ensuring an efficient experience. Finally, we'll outline the responsibilities while using the Services to keep everyone to keep the use of the Platform fun for everyone.

This Acceptable Use Policy (the "**Policy**") applies to (i) the use of and access to the Kadonation Select platform (incl. personalisation tool/function) and the Kadonation webshop (the "**Platform**"); and (ii) all services related to the use and access of the Platform(s) (the "**Services**") provided by Kadonation.

The business customer of Kadonation (the "**Customer**"), its administrators and the users of (an account in) the Platform(s) (such as, but not limited to: employees of the Customer) (collectively: the "**End-User(s)**") acknowledge that the Policy shall apply in full and guarantee to respect its obligations.

The Platform is managed and the Services are provided by "**Kadonation**", also '**We**' or '**Us**' (a public company (NV) incorporated under the laws of Belgium, having its registered office at Gordunakaai 61, 9000 Ghent, Belgium, registered under VAT BE-0666.820.362).

By checking the "I agree with the Acceptable Use Policy" box at the check-out step in the Platform, the End-User (i) acknowledges and agrees that the use of the Platform and the provided Services are governed by this Policy and (ii) acknowledges to have read the terms of this Policy and agrees to such terms.

1 DESCRIPTION OF THE PLATFORM(S) AND SERVICES

- 1.1 The Kadonation Platform allows Customers to efficiently order gifts or gift-related articles for their employees, freelancers, etc. on special/specific occasions (such as, but not limited to: birthdays, marriage, retirement, etc.). Through/in the scope of Kadonation Select, the Customer can also order products, goods or services (other than gift vouchers) of Kadonation selected third party suppliers or manufactures ("**Third Party Products**") offered by Kadonation on the Kadonation Select Platform.
- 1.2 In addition, Kadonation enables Customers to further personalise the gifts or gift-related articles. More specifically, the Customer can request various team members, colleagues, etc. to contribute to the personalisation of the gift or gift-related article by posting a personalised message.

2 END-USER ACCOUNTS

- 2.1 The End-Users are fully responsible for (non-limited):
 - all use and/or abuse made of the account;
 - the safe handling, storage, confidentiality and proper usage of the accounts;
 - ensuring no false or misleading information is being used for or on their End-User account;
 - the creation of additional End-User accounts (if relevant);
- 2.2 Each End-User shall have a designated account. No End-User shall allow any other party, or share with any party, access to the Platform(s) through its own account. The User shall only use the Platform in accordance with the privileges that the Customer has granted to the End-User (if relevant).
- 2.3 End-Users shall apply all reasonable techniques, practices and/or technology to prevent unauthorized access to the Platform(s) by any other End-User or third party. End-Users shall notify Kadonation promptly of any such unauthorized access, and immediately employ all necessary means to stop the misuse.
- 2.4 End-User shall comply with the following password-policy:
 - passwords have to have at least 8 characters, at least 1 uppercase letter, at least 1 lowercase letter, at least 1 numeric digit and one of the following characters @#%\$%^&+=];
 - accounts will be locked after 5 failed attempts and will remain locked for 15 minutes;
 - after 30-minutes of inactivity the End-User is automatically signed out;

3 USE OF THE PLATFORM

- 3.1 By using the Platform, End-Users represent and warrant to own or obtain all rights, consents or permissions necessary to upload the data of the (new) user and/or of the beneficiary of the gift, gift related article or Third Party Product (collectively the "**Data Subject(s)**") on the Platform and to allow the Platform/Kadonation to process the uploaded data of the Data Subject.
- 3.2 The End-User furthermore confirms to have read and comply with the applicable use instructions as available on Kadonation's website.
- 3.3 End-Users may not use the Platform(s) to transmit, distribute, or store data in a manner that Kadonation believes:
 - violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any privacy, intellectual property, proprietary right of another;
 - advocates or induces illegal activity;
 - stalks, harasses, bullies or harms anyone;

- violates the applicable privacy legislation (such as, but not limited to: (i) the Belgian Privacy Act of July 30, 2018 (if applicable), and/or (ii) the General Data Protection Regulation of 27 April 2016 (“the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing directive 95/46/EC”; or “GDPR”); (iii) all (future) (Belgian) laws regarding the implementation of the GDPR; and/or (iv) Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector (‘e-privacy directive’) and the implementation thereof in Belgian/applicable national law).
 - reverse engineers, disassembles, or decompiles the (infrastructure or source codes of the) Platform;
 - accesses or uses the Platform(s) in a way intended to avoid incurring fees or exceeding usage limits or quotas.
 - interferes with or adversely affects the Platform(s) or use of the Platform(s) by other customers;
 - uses any high volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Platform(s) and any other accounts, computer systems, or networks connected thereto;
 - monitors or crawls a system so that such system is impaired or disrupted;
 - conducts denial of service attacks;
 - intentionally interferes with the proper functioning of any system, including any deliberate attempt to overload a system by any means;
 - operates network services like open proxies, open mail relays, or open recursive domain name servers;
 - uses means (manual or electronic) to avoid any use limitations placed on a system, such as access and storage restrictions;
 - distributes, publishes, sends, or facilitates unsolicited mass emailing’s, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
 - alters or obscures mail headers or assume a sender’s identity without the sender’s explicit permission;
 - collects or replies to messages if those messages violate this Policy; and,
 - is in general to be considered abnormal use of the Platform.
- 3.4 Notwithstanding the above, End-Users explicitly acknowledge that the personalisation tool/function is intended to appreciate others and spreading a positive message. Therefore, End-Users expressly agree that:
- The personalisation tool/function cannot be used to negatively impacts the work atmosphere (i.e. by insulting, belittling or harming a co-worker); and
 - personalised messages should always be placed with respect of the privacy rights.

4 MONITORING OF THE PLATFORM

- 4.1 End-Users are solely responsible for exercising supervision and control over their own accounts, the data, the content of the personalised messages created through the Platform as well as the compliance of other End-Users or third parties with all relevant policies and procedures.
- 4.2 Kadonation reserves the right - but does not assume any obligation or responsibility whatsoever - to:
- monitor or investigate (i) the access or use by the End-Users of the Platform (including the management of the accounts), or; (ii) the third parties authorized by the End-Users to access the data;
 - monitor or investigate if the personalised messages sent via the Platform contain any content violating the guidelines of **Article 3**; and/or,
 - notify End-Users of any misuse of the Platform or non-compliance under this Policy.
- 4.3 Kadonation may however:
- investigate violations of this Policy or misuse of the Platform;
 - remove, disable access to or modify any data or resource that violates this Policy or (if applicable) any other agreement Kadonation has with the Customer for use of the Platform;
 - delete rude, negative or insulting personalised messages; or
 - report any activity that Kadonation suspects to be in violation of any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kadonation’s reporting may include disclosing appropriate End-User information and cooperating with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.
- 4.4 If an End-User becomes aware of any violation of this Policy, Kadonation should be immediately notified. The End-User should subsequently provide Kadonation with assistance to stop or remedy the violation.

5 USE OF THE SERVICES

- 5.1 The Platform and the Services are provided “as-is” and “as available”. Kadonation grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Platform or the Services (including all content contained therein), including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.
- 5.2 Kadonation does not represent or warrant that (i) the Platform and the Services will be uninterrupted or error free, secure or that any defects or errors in the Platform or the Services will be corrected, nor that (ii) the information available on or transmitted by the service is true, complete or accurate.
- 5.3 Moreover, the End-User acknowledges and agrees that there are risks inherent to transmitting data over and storing data in the Platform and that Kadonation is not responsible and cannot be held liable for any losses of the End-User’s data.

6 CONSEQUENCES

- 6.1 Kadonation may immediately suspend the access of one or more End-Users to the Platform(s), or terminate the agreement of the Customer for cause, if an End-User breaches this Policy or does not respond to Kadonation in a reasonable period after being contacted about a potential breach of this Policy.
- 6.2 The End-User shall be liable for any damages, losses and costs arising out its non-compliance with this Policy.



7 PRIVACY

- 7.1 Kadonation considers the protection of personal data and privacy of the End-User extremely important. The personal data of the End-User are protected by Kadonation in accordance with Kadonation's Privacy Policy (<https://kadonation.com/en/privacy>) and accordance with applicable European legislation on privacy and data protection. You can consult Kadonation's Privacy Policy for more information on how Kadonation processes your personal data. In addition, the End-User's rights are described there in and how to exercise them.

8 INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights related to the Platform, the underlying models and algorithms, Kadonation brand and logo, including any rights, title and interest therein, shall at all times remain the sole and exclusive property of Kadonation and if applicable, its licensors, and the End-User shall obtain no rights, title or interest therein pursuant to this Policy.
- 8.2 The User agrees:
- not to remove any intellectual property notices in the Platform;
 - not to sell, transfer, rent, lease, grant access or sub-license the Platform to any third party;
 - not to alter or modify the Platform;
 - not to prepare derivative works from the Platform; and
 - not to use or register the brand "Kadonation".
- 8.3 Kadonation cannot be held responsible for any abusive or fraudulent use of its name, its logo, its brand or its addresses.

9 CONTACT/NOTIFICATIONS

- 9.1 Notifications to Kadonation can be submitted via the Kadonation support button on the Platform or via email business@kadonation.be.

10 GENERAL PROVISIONS AND JURISDICTION

- 10.1 The End-User accepts that Kadonation shall have the right to notify the End-User per pop-up of any changes to these provisions. The User cannot continue using the Platform and Services following the effective date of a change without prior acceptance of such change.
- 10.2 If any provision in this Policy is invalid or unenforceable or contrary to applicable law, such provision shall be automatically limited or altered in order to render it valid or enforceable to the maximum extent permitted under applicable law, and all other provisions shall remain in effect.
- 10.3 The mere fact that Kadonation does not invoke, at any given time, one provision of this Policy cannot be interpreted as a waiver to use and invoke that provision.