

## RELATE TERMS OF USE

The Relate application for iOS and Android (the “App”), the meetrelate.com website, and any additional services are offered by the company Relate B.V. (referred to below as “Relate” or “we”/”us”). Your use of all these is subject to these Terms of Use.

### 1. Use of the App

1.1. In order to use all the services by means of the App, you need to register by creating an account. You do that by means of the App. Once you have completed registration, you can use the service immediately. You can deactivate your account at any time.

In order to register, you need to be 16 or older. If you are not, you need the consent of your parent or legal representative. By accepting these Terms of Use, you guarantee that you have obtained that consent. Relate may check this if necessary.

1.2. Accounts are personal. This means that you are not allowed to use another person’s account.

1.3. Registering an account is free of charge. However, some services may be subject to a fee, for example additional premium services. This will be indicated. Entering into a payment obligation always requires your explicit prior consent.

1.4. The App operates as explained in the FAQ, which you can find under “Settings” in the App.

### 2. Your obligations as a user

2.1. As a user, you have the following obligations:

a. You are required to protect access to your account with a phone number of your choice. Relate is not liable for any abuse of your account as a result of circumstances attributable to you.

b. You are not permitted to post content or perform actions that infringe the rights (including intellectual property rights) of others or that in any way infringe the law.

c. When registering an account, you are obliged to provide your personal data, as requested, correctly, and truthfully. If that data changes, you must update it in the App.

d. If your account is deactivated by Relate, you are not permitted to create a new account without the prior written consent of Relate.

e. You must respect the measures taken by Relate to secure and protect its services, such as the App, and refrain from spreading or uploading viruses, malware, or other harmful code.

- f. You are not permitted to post hateful, misleading, threatening or pornographic content, or content that incites violence. Posting naked images or images containing gratuitous violence is also prohibited.
- g. You are not permitted to use our services to distribute commercial messages (whether or not authorised) such as spam and advertising, or to use information from other people for these purposes.
- h. You indemnify Relate against all claims by third parties relating to content, information, or data that you have posted.

### **3. Intellectual property**

- 3.1. The App, the website, and the associated software – as well as all information, trade names and brands, and images in the App and website – are the intellectual property of Relate or its suppliers. Nobody is entitled to copy or use them without Relate's written consent, other than to the extent necessary for normal use of the App or website, or if permitted by law.
- 3.2. Information that you publish yourself or save by means of the service belongs to you. By accepting these Terms of Use, you grant Relate a non-exclusive and unrestricted right to use that information, to the extent that doing so is not contrary to decency or privacy, or the rights of third parties.
- 3.3. Posted content and information may be removed by Relate, on its own initiative or at the request of a third party, if Relate believes that the Terms of Use have been contravened.
- 3.4. Repeated infringement of intellectual property rights may result in deactivation of your account.

### **4. Data processing**

- 4.1. Relate processes your personal data. If your consent is required for this, we will ask for it first.
- 4.2. You may edit or delete information that you publish, communicate, or save by means of the App. Deleted content may, however, remain in our backups for a reasonable period of time, but it will not be visible to other users.
- 4.3. You must not share another user's sensitive information by means of the App without that user's prior consent.
- 4.4. For more information about how we process personal data by means of the App and our services, and the rights you have in relation to that processing, please go to <http://www.meetrelate.com/legal/privacypolicyEN.pdf>).

### **5. Relate's rights**

- 5.1. Relate is entitled to take all available measures that it reasonably deems necessary in order to avert or prevent nuisance, loss/harm, or any other risk to the functioning of Relate's computer systems, network, or the services provided via the Internet.

- 5.2. If these Terms of Use are contravened, Relate is entitled to take action to terminate the contravention. Relate is entitled, for example, to deactivate your account (temporarily or permanently), without prejudice to Relate's other legal rights, such as the right to dissolve an agreement or the right to damages.

## **6. Community and content guidelines**

- 6.1. Relate identities must be composed to represent "real" users, who must be authentic and honest.
- 6.2. All users must indicate clearly what they are open to and what their intentions are.
- 6.3. It is forbidden to create fake identities or identities that pretend to be someone else.
- 6.4. Users must show respect for one another. Deliberate deception, spamming, bullying, or other forms of misconduct directed at other users are prohibited.
- 6.5. Distributing the identities (or partial identities) of other users is prohibited without their express consent.
- 6.6. Pornography and violent, political, or religious content is not permitted.
- 6.7. All content intended to offend or shock other users is prohibited.
- 6.8. Using Relate to support or promote criminal activities is prohibited.
- 6.9. All content created by Relate users is first checked by moderators before it becomes visible to other users. Moderators may reject cards if content requests do not comply with the community and content guidelines.
- 6.10. Relate is entitled, at its sole discretion, to remove users from the platform.
- 6.11. Relate will proactively intervene to apply the community and content guidelines with the help of content moderators.

## **7. Other provisions**

- 7.1. Using the App requires an Internet connection. Please note that your telecom provider may change for usage. Relate has no control over this.
- 7.2. The App may be temporarily interrupted due to maintenance (either planned or unplanned), malfunctions, or *force majeure* situations.
- 7.3. Relate offers no guarantees regarding the availability or functionality of the App but will make every effort to ensure that the App is available and functions properly.

7.4. Relate is entitled to transfer some or all of its rights or obligations arising from these Terms of Use to a third party. You agree to that being done, with your agreement also qualifying, to the extent necessary, as cooperation. Such a transfer does not affect the validity of the Terms of Use.

## **8. Amendments to the Terms of Use**

8.1. Relate retains the right to amend or otherwise change all or any part of these Terms of Use at any time.

8.2. Significant amendments will be announced before they become effective so that you can take note of them and can decide whether to continue using our services/App.

## **9. Disputes**

9.1. The use of the App and other Relate services, and these Terms of Use, are governed by Dutch law. This choice of law does not affect the protection afforded to you by the mandatory law of your country of residence.

9.2. If you have a complaint or disagree with something, please contact Relate by e-mailing us at [hello@meetrelate.com](mailto:hello@meetrelate.com). We will then assist you in trying to find a solution.

9.3. If a complaint cannot be resolved by mutual agreement, you can submit any disputes to the competent court.

9.4. To the extent that we provide services in return for payment, we are obliged to inform you of the existence of the European online dispute resolution platform (see <https://www.eccnederland.nl/nl/online-dispute-resolution-odr>).

## **10. Contacting Relate**

10.1. If you have any questions and/or remarks regarding these Terms of Use you can contact Relate B.V. by e-mail at [hello@meetrelate.com](mailto:hello@meetrelate.com).

11. These Terms of Use were most recently updated on 1 June 2021.