Terms of Use

1. INFORMATION ABOUT NEAREO

1.1 The website and other sites or mini-sites belonging to NEAREO (hereinafter reference is made to each of these individual sites as the “**Website**”) is managed and operated under the responsibility of:

FlagWorlds SPRL, incorporated and registered in Belgium with company number 0637.969.790 whose registered office is at Avenue Louise 523, 1050 Ixelles (hereinafter: "**NEAREO**")

1.2 The Website provides the user with information regarding **NEAREO** and the services that **NEAREO** offers and allows the user to engage in a conversation with certain marketing, sales or customer services on the website of the third party company or on the Website via a communication module consisting in automated conversations (hereinafter: the "**Service**").

1.3 Any question or complaint relating to the Website or the Service, these Terms of Use (hereafter: "**Terms of Use**"), the Privacy Policy (hereafter: the "**Privacy Policy**") and the cookie policy (hereafter: "**Cookie policy**") can be directed to **NEAREO** at the above address or at the following e-mail address: legal@neareo.com

2. ACCEPTANCE

2.1 Access to the Website and/or Service is subject to these Terms of Use, the Privacy Policy, the Cookie Policy and applicable laws and regulations. Consequently, access to or use of the Website and/ Service implies full and unconditional acceptance by the User (hereinafter referred to as the "**User**") of these Terms of Use, and the acknowledgment of the Privacy Policy and the Cookie Policy.

2.2 These Terms of Use, the Cookie Policy and the Privacy Policy only relate to the relationship between the User and **NEAREO** with regard to the use of the Website and/or the Service. They can be consulted and / or downloaded at any time on the Website.

3. ACCESSIBILITY AND OPERATION OF THE WEBSITE AND SERVICE

3.1 **NEAREO** will, insofar as possible, ensure that the Website and the Service are up-to-date and remain accessible to a normal number of Users. **NEAREO** does not guarantee that the functions of the Website and of the Service will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.

3.2 **NEAREO** can not be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical)

disruption, delay, difficult accessibility and / or termination of the accessibility of the whole or a part of the Website and the Service or viruses or other harmful elements that are present on the Website.

3.3 If the User finds an error, virus or other harmful elements on the Website and/or Service, he / she is requested to communicate it to **NEAREO** so that the necessary measures can be taken. **NEAREO** advises the User in any case to install firewalls, antivirus and other necessary security software on his computer to prevent damage.

3.4 **NEAREO** reserves the right to suspend or stop the Website and/or Service in whole or in part, at any time, without justification and without prior notice.

4. USE OF THE WEBSITE AND SERVICE

4.1 The User agrees to use the Website and/or Service only in accordance with its purpose, to the exclusion of any other purpose.

4.2 The User is obliged to ensure that all information he/she communicates is accurate and up-to-date.

4.3 The User agrees to use the Website and/or Service in good faith and to respect the prevailing legislation, and in particular to refrain from:

- sending to **NEAREO** false or misleading content (and update this content, if necessary, to ensure that it does not become false or misleading), or communication that occurs as obscene, racist or xenophobic, insulting, deceptive , intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of these things;

- providing e-mail addresses or other types of content to **NEAREO** without the prior consent of the individuals involved;

- sending to **NEAREO** any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);

- copying any literary, artistic, visual or audio-visual content of the Website and/or Service for other purposes than personal consultation ;

- extracting, by definitive or temporary transfers, all of or part of the content of the Website and/or Service, or all of or part of one or different types of data available on the Website and/or Service, no matter the extraction method used ;

- reuse, through public disposal of all of or some of the content of the Website and/or Service, or all of or part of one of the different types of data available on the Website, no matter the form ;

- sending to **NEAREO** any content that refers to illegal Websites or Websites with inappropriate content;

- using the Website or Service to send unsolicited spam, pyramid schemes or similar fraudulent processes;

- circumventing technical protection measures for documents and multimedia;

- taking any action that may adversely affect the proper functioning of the Website, the Service, including the use of computer viruses, ransomware or mass mailing;

- gaining (or attempting to gain) unauthorized access to (a part of) the Website or equipment (hardware and software) used for the proper functioning of the Website;

- using of a false name, a pseudonym or use of the identity of someone else or of an entity;

- using of the Website or Service for purposes other than those described in these Terms of Use.

4.4 **NEAREO** cannot be held responsible for any non-compliance by the User with the Terms of Use, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User holds **NEAREO** harmless against any action, claim or complaint from third parties (including public authorities) with regard to his/her use of the Website or Service.

4.5 The User uses the Website and/or Service entirely at his/her own risk. The Website, the Service the components and all information, software, facilities and associated services are offered as they are, subject to availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.

4.6 **NEAREO** can not be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the Website, the Service and its components or the inability to use the Website or Service in whole or in part.

4.7 The User is obliged to inform **NEAREO** immediately in writing if he/she becomes aware of inappropriate behaviour or prohibited use related to the Website or Service, by sending an e-mail to **NEAREO**

5. LINKS TO AND ON OTHER WEBSITE

Links to other Website can be displayed on the Website and/or Service.

Other Websites may hold links to the Website. These third-party Website are not operated by **NEAREO**, which can not be held liable for their operation, content and use. Unless expressly stated otherwise by **NEAREO** on the Website, the existence of such links does not imply any approval by **NEAREO** regarding these Third Party Website or the use that could be made of them, nor any association or partnership with the operators of this Website.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Website, the Service and its components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.,) are the property of or duly licensed to **NEAREO**. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of **NEAREO** or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and / or models and / or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.

6.2 **NEAREO** grants to the User a non-exclusive, non-transferable license, for an indefinite period of time and at any time and without giving reasons, to gain access to the content of the Website, to view it and download it only for display purposes. The User may also print a copy of the content displayed on the Website for his personal needs, provided that he does not modify the content of the Website in any way and keeps all the mentions of authorship and origin of the Website. Reproduction is therefore only permitted for strictly personal purposes within the meaning of article XI.190 5 ° of the Belgian Code of Economic

Law.

6.3 Any use of the Website or Service and its components that are not covered by this article is strictly prohibited.

7. REQUIREMENTS REGARDING THE CONTENT PUBLICATION

7.1 The User commits not to publish on the Website and/or Service content that might:

- mention Third-Parties information such as addresses, phone numbers, e-mail addresses, social security numbers and credit cards numbers;

- in **NEAREO**'s reasonable judgment be reprehensible, or that can restrain any other individual's use of the platform or Website, or that could trigger for **NEAREO** or users of the Website their responsibility or a damage.

The User commits to full responsibility for the content published on his/her profile and its consequences.

7.2 The User possesses all the content he/she publishes on the Website and/or Service. The User declares and certifies the he/she possesses indeed (a) all rights on the content he/she published or obtained the necessary authorizations for publishing ; (b) the User's content is exact ; and (c) the use and display of the content furnished do not violate these Terms of Use nor any other right, or harm or prejudice another individual or entity.

7.3 Only for the use of the Website and/or Service and for services facilitation, if the User publishes content on the Website, unless stated otherwise, he / she grants **NEAREO** a non-exclusive and free licence to use, reproduce, adapt, publish, translate, create new derivative works, distribute, execute or display this content worldwide on any support on or related to the Website and/or Service and the promotion of it, and without use restriction regarding the User's name, image or identity.

NEAREO will only use the User's content nor his name, image or identity for commercial or marketing purposes with respect to GDPR.

8. MODERATION AND GOOD BEHAVIOR

8.1 **NEAREO** is not to be held responsible for all the content a User posts, stocks or downloads through the User or a any other individual, or for all loss or damage, or any user's conduct, and **NEAREO** is not responsible for errors, defamation, omissions, wrong information, obscenity, pornography or blasphemy that the User might encounter.

8.2 This provision does not create any right or reasonable expectation that the Website and/or Service might never hold any content cited previously. As the Website and Service provider, **NEAREO** is not responsible for declarations, representations or content furnished by its users in any public forum, Website, message or any communication.

8.3 Even though **NEAREO** is not entitled to filter, edit or control the content posted on the Website and/or Service, **NEAREO** holds the right to, at its own discretion, retract, filter or modify any content posted on the Website and/or Service for any reason whatsoever, and without prior notice.

8.4 If the content published by a User were not to respect the previously enounced provisions in the Terms of Use, **NEAREO** holds the right, immediately and without prior notice to suspend, delete, ask for modification of the content.

8.5 The User can thus not, pretend to any damages or interests. It is therefore reminded that the User personally incurs, the specific criminal sanctions in regard to the litigious content (prison penalties and fines), other than any eventual conviction to pay monetary damages.

8.6 In the case of a dispute between Users regarding content published by one of them, it is the User’s duty to get in contact with each other and to find a solution to their dispute. **NEAREO** is not expected to intervene, and will not intervene in that dispute resolution.

NEAREO holds the right not to give any follow-up to the claim of a user that would be addressed to her, and without any responsibility.

9. COMPLAINTS

9.1 Every claim/complaint of the User regarding the Website and/or Service will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the User of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

10. UPDATES AND LANGUAGE VERSIONS

10.1 **NEAREO** reserves the right, at any time and without prior notice, to change/update these Terms of Use, the Privacy Policy and the Cookie Policy, as well as the access to the Website and/or Service and its content. These changes are binding for the User(s) each time the Website is visited. It is therefore recommended to consult them at every use of the Website; the date of last modification is indicated at the top of these Terms of Use.

10.2 In case of differences between the language versions of these Terms of Use, the Privacy Policy and/or the Cookie Policy, the English version has priority.

11. VALIDITY OF CONTRACTUAL CLAUSES

11.1 If **NEAREO** does not use / invoke one of the provisions of these Terms of Use for a period of time, this cannot be interpreted in any way as a waiver to enforce these rights at a later date.

11.2 The nullity, invalidity or unenforceability of some of the provisions implies by no means the invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable is considered unwritten. **NEAREO** undertakes to replace this provision by another which, as far as possible, pursues the same goal.

12. APPLICABLE LAW AND COMPETENT COURT

12.1 The validity, interpretation and / or execution of the Terms of Use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.

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12.2 In the event of a dispute concerning the validity, interpretation or implementation of the Terms of Use, the French speaking courts of the judicial district of Brussels are exclusively competent.

12.3 Before launching legal proceedings, the User and NEAREO will aim to resolve the dispute amicably. That is why they will first contact each other, and if appropriate and necessary, reach out for mediation, arbitration or any other alternative dispute resolution method.