End User License Agreement for iBilly app

1.   Scope of the license

1.1.   iBilly B.V. hereby grants to the legitimate acquirer of iBilly app ("you") a usage right for this App.

1.2.   This license is personal. The App may be used only on the device onto which the App was downloaded and installed.

1.3.   The purpose of the App is to provide services related to personal finance, lifestyle & shopping and digitalization features, while users are of course free to use iBilly app for any purpose within the boundaries of these terms and conditions and the law.

1.4.   It is not permitted to:

- decompile or reverse engineer the source code of the App, except to the extent permitted by mandatory law;
- supply copies of the App to third parties;
- sublicense the App or to make the App available to third parties, by rental, Software-as-a-Service constructs or otherwise;
- modify the App, except to the extent permitted by mandatory law;
- remove or make unreadable notices of iBilly B.V. as copyright holder of the App.

1.5.   You may make a backup copy of the App. You may however not use the backup copy on its own or distribute the same other than in combination with the original App.

1.6.   In addition to the terms and conditions of the present document Apple's Appstore may set terms for the acquisition and use of the App, the making of in-app purchases and related matters.

1.7.   In addition to the terms and conditions of the present document Google Play may set terms for the acquisition and use of the App, the making of in-app purchases and related matters.

1.8.   To find out more, see the terms of use and privacy statement of Apple's Appstore, Google Play, and other terms and conditions identified on the website of this third party.

2.   Intellectual property

2.1.   All rights to the App, accompanying documentation and all modifications and extensions thereto rest and remain with iBilly B.V. You only acquire those rights and permissions that follow from this agreement or those that are

granted separately in writing. You may not use, copy or publish the App except as permitted.

3.   Consideration

3.1.   You may use the App for a limited time to evaluate if the App suits your needs. After this limited time, you must pay a one-time fee. This end user license agreement terminates automatically if after the evaluation period you do not pay the fee. iBilly B.V. will separately inform you about the manner of payment.

4.   In-app purchases

4.1.   iBilly app allows the making of purchases within the context of the App. To make such in-ap purchases, iBilly B.V. is dependent on the payment system operated by Apple's Appstore, Google Play, including the underlying payment systems from e.g., credit card processors. iBilly B.V. is only required to effectuate an in-app purchase when this payment system has confirmed payment. As to in-app purchases you acknowledge that there is no right to revoke or cancel the purchase under the Distance Selling Act.

4.2.   In-app purchases may have the purpose to extend the functionalities of the App. These upgrades are a one-time acquisition.

4.3.   The in-app purchases can be used to transform the App from a free evaluation version into a full version.

5.   Updates

5.1.   iBilly B.V. from time-to-time releases updates that may fix bugs or improve the functioning of the App.

5.2.   Available updates shall be notified to you through notifications provided by Apple's Appstore, Google Play, but it is your responsibility to monitor these notifications. Updates are applied similarly through these platforms, which requires an active internet connection.

5.3.   Installing updates requires your separate consent. A proper application or updates requires the availability and good functioning of Apple's Appstore, Google Play, over which iBilly B.V. has no control. iBilly B.V. is not responsible or liable for an incorrect execution of updates. No liability exists for any damage as a result of bugs fixed in an update you did not install.

5.4.   An update can set terms additional to or different from the present document. You will be notified in advance and you will be allowed to refuse such updates. Installing such an update constitutes your acceptance of the additional or different terms, which shall then be incorporated into this agreement.

6. Personal data

6.1. The App processes your personal data. For more information consult the privacy statement that can be found in the main menu of the App.

7. Support

7.1. You are solely responsible for installing and activating the App and the accompanying Web service.

7.2. You can provide feedback about the App via Apple's Appstore, Google Play, after which iBilly B.V. shall evaluate your feedback and contact you if necessary

8. Guarantees and liability

8.1. iBilly B.V. guarantees it will use its best efforts to investigate any reported bugs as soon as is practical and to repair such bug or create a workaround (iBilly B.V. may delay repairing bugs with limited impact until the next planned update); but nothing else.

8.2. Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above iBilly B.V. is not liable towards you, regardless of ground, for any damages in connection with iBilly app.

8.3. No liability exists in case damages were not reported timely after discovery to iBilly B.V. In addition, no liability exists if the cause of damage is beyond the control of iBilly B.V. (force majeure).

8.4. The App communicates via the internet with a server under control of iBilly B.V. to provide the complete service. iBilly B.V. uses its best efforts to have this server available at all times, but makes no guarantees in this regard. From time-to-time iBilly B.V. can make updates to the server, which may lead to a temporary unavailability. iBilly B.V. will do its best to inform you in advance about unavailability. Everything in this document regarding updates, support and liability applies equally to the server.

8.5. No liability exists for damages directly or indirectly resulting from incorrect functioning of Apple's Appstore.

8.6. No liability exists for damages directly or indirectly resulting from incorrect functioning of Google Play.

9. Term of the agreement

9.1. This agreement enters into force when you start use of the App and remains in force until terminated.

9.2. The agreement may be terminated by both you and iBilly B.V. at any time by providing one month's notice.

9.3. This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.

9.4. After termination of the agreement (regardless of reason) you must cease all use of iBilly app. In addition, you must remove all copies (including backup copies) of iBilly app from all computer systems under your control.

10. Miscellaneous terms

10.1. Dutch law applies to this end-user license agreement.

10.2. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of iBilly B.V.

10.3. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

10.4. iBilly B.V. may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to iBilly app from it.