

TERMS OF USE

Last revised: 11 September 2016

To access the add-ons you must accept these Terms of Use ("**Terms**") by clicking the "I Agree" link at the bottom of the page. If you have questions or require assistance, please contact info@thrives.be.

1. REGISTRATION AND RELATED MATTERS; CERTAIN RESTRICTIONS.

A. Eligibility.

1. In General. To be eligible to use the add-ons, you must be at least 18 years old and have full power and authority to enter into these Terms on behalf of yourself and Company. You must also not be prohibited from entering into these Terms or using any portion of this Website by us, Company, any other party, or any contractual, regulatory or other legal restrictions. You hereby represent and warrant to us that you meet these eligibility requirements.

2. Your obligation to keep us informed. You must notify us immediately in writing if circumstances change such that you are no longer in compliance with the eligibility requirements set forth in the paragraph above.

B. Certain restrictions applicable to your User Account and general usage of the add-ons.

In order to use the add-ons, you will need a "**User Account**". We will create a User Account for you after having received payment for the add-ons. You are responsible for anything that happens through your User Account until it is deactivated. Without limiting the foregoing, you agree to the following:

1. Your User Account will be for you alone and not transferred to anyone else.
2. You will keep your User Account password secure and confidential.
3. You will not remove any copyright, trademark or other proprietary rights notices found on the add-ons or its content.
4. You will comply with all laws applicable in accessing and using the add-ons, including all data privacy, export control and securities laws and regulations.
5. You will not reverse engineer, decompile or otherwise attempt to derive the source code for any underlying software related to the add-ons, or adapt, modify or create derivative works based on the add-ons or its underlying technology.
6. You will not engage in any action that directly or indirectly interferes with the proper working of, or places an unreasonable load on, our infrastructure, including spamming and the distribution of computer viruses or other malicious code.
7. You will notify us immediately upon becoming aware of any unauthorized use of your User Account or any other breach of the above obligations.

2. OTHER DISCLOSURE OF YOUR INFORMATION; PRIVACY.

Our [Privacy Statement](#) is incorporated herein by reference, and you hereby agree to its terms.

3. YOUR USE OF THE ADD ONS.

A. In general.

On the condition that you comply with all your obligations under these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sub licensable right to access and use the different add-ons. The fee that you will pay for the purchase of the add-ons is for 1 CRM organization and is non-refundable.

B. Your use of the add-ons Technology.

As used herein, “**Add-ons Technology**” means any software code, program, process, tool or device on these add-ons.

You will:

1. Maintain the confidentiality of the *Add-ons Technology* using at least the same degree of care as you use in maintaining your own proprietary and/or confidential information, but in no event less than a reasonable degree of care.
2. Not copy, download, reproduce, modify or distribute the *Add-ons Technology* in whole or in part.

4. AVAILABILITY AND ACCESS.

A. Availability.

We will endeavor to provide reasonable notice of any modifications to the add-ons that are likely to materially affect the services. However, we reserve the right to modify, replace, refuse access to, suspend, limit, disable or discontinue the add-ons and its functionality, in whole or in part, in our sole discretion.

B. Access and Mobile Access.

It is your responsibility to ensure that you have software and hardware that are capable of effectively accessing the add-ons via an internet service provider. You are also responsible for all charges and necessary permissions related to accessing the add-ons through your internet provider.

5. CERTAIN INTELLECTUAL PROPERTY RIGHTS.

A. The add-ons.

The add-ons are protected by copyright and other laws. We and our licensors reserve all rights not expressly granted in these Terms.

B. Trademarks.

“Thrives” is a trademark of Thrives.

6. LIMITATIONS OF LIABILITY; INDEMNITY.

Although we take commercially reasonable steps to make the add-ons useful and secure, the add-ons (including all Add-ons Technology and content) is provided AS IS, without warranty of any kind. Without limiting the foregoing, we do not warrant that the add-ons will be secure, error-free, free from viruses or malicious code, or will meet any particular criteria of performance or quality, and we expressly disclaim all implied warranties, including warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

Your use of the add-ons is at your own risk and you assume full responsibility and risk of loss resulting from your usage, including with respect to loss of service or data. We will not be liable for any direct, indirect, special, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including negligence), or otherwise, relating to the use of the add-ons.

Certain links, if any, on this Website may lead to resources, websites and tools maintained by third parties over which we have no control. We make no representations or warranties as to the accuracy of, or any other aspect relating to, those resources, websites and tools.

The above limitations of liability shall be applicable not only Thrives but also to our and their respective personnel.

If any of the above limitations of liability is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum effect permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect, and (ii) in every other jurisdiction all of these terms shall remain in full force and effect.

You agree to indemnify us, and our and their personnel, against all costs, claims, losses or expenses incurred by or made against any of the foregoing as a result of any breach by you of these terms.

7. USER ACCOUNT DEACTIVATION.

A. Deactivating Your User Account.

You may deactivate your User Account, for any or no reason, at any time, with written notice to us as per Section 11 (Notices). This notice will be effective upon our processing of such notice.

We may deactivate your User Account, temporarily or permanently, in case of your violation of these Terms without notice, effective immediately or as may be specified in any given notice. Without limiting the foregoing, your User Account may be deactivated by the add-ons administration if inactive for extended time periods.

B. Effect of Deactivation.

1. Usage. Deactivation of your User Account results in the immediate termination of your right to access and use the add-ons, and also the disabling, as soon as possible, of your technological access to the add-ons.

2. Surviving Terms. Section 4A of these Terms shall not survive deactivation of your User Account and termination of your license to access and the add-ons. The remainder of these Terms shall survive.

8. NOTICES.

Notices from us to you. Any notices from us to you regarding ‘the add-ons and the services provided through it may be by any of the following methods: (i) general postings to users on this Website, (ii) any communicative function available through your User Account, and (iii) the email address or physical address contact information associated

with your User Account. It is your responsibility to keep the contact information in your User Account current and accurate.

Notices from you to us. Any notices from you to us regarding the add-ons and the services provided through it must be by any of the following methods: (i) electronic mail; (ii) personal delivery; or (iii) a globally or nationally (as the case may be) recognized express mail, courier, or delivery service (“Express Courier”). A notice sent by electronic mail shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

9. GENERAL TERMS.

A. Entire Agreement.

These Terms constitute the full and complete agreement between you and us, with respect to the subject matter hereof, and supersede any oral and prior written agreements with respect to such subject matter.

B. Amendments to these Terms.

We may revise these Terms at any time in our sole discretion by posting such revised terms at this [Terms of Use](#) link. Such revised terms shall be effective to you upon posting or other notice, unless otherwise explicitly stated by us. If you do not agree with any of these Terms as they may be amended from time to time, you should deactivate your User Account as per Section 7.

C. No informal waivers, agreements or representations.

No waiver of any breach by you, or of any objection to any act or omission connected therewith, shall be implied or claimed by you or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed by us.

D. Dispute resolution; equitable relief.

1. Choice of Law; etc. These Terms shall be governed by, construed in accordance with, and enforced under the laws (both substantive and procedural) of Belgium (but specifically excluding the United Nations Convention on Contracts for the International Sale of Goods), without reference to principles of conflict of laws; (ii) you and we agree to submit to the exclusive jurisdiction and venue of the courts situated in Louvain, Belgium with respect to any dispute arising hereunder or in connection with such rights and obligations.

Notwithstanding the above, we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

2. Equitable Relief. In no event and to the extent permitted by applicable law shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation, use or exploitation of the add-ons or any part of it, including any *Add-ons* Technology. We shall be entitled to injunctive or other equitable relief in order to prevent, mitigate or remedy the breach, continuing breach or continuing breach of these Terms.

E. Remedies not exclusive.

Exercise or enforcement of a right or remedy given in these Terms shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.

F. Severability.

If any term in these Terms is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum extent permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect, and (ii) in every other jurisdiction all of these Terms shall remain in full force and effect.

G. Assignment and delegation.

You may not assign or delegate any rights or obligations under these Terms, and any such purported assignment or delegation shall be ineffective.

H. Relationship of the parties.

No agency, partnership, franchise, or joint venture is created by these Terms between you and us.

I. Construction.

1. Agreement Headings and Numbering. Paragraph or Section numbers and headings that are used in these Terms are included for convenience only and, if there is any conflict between any such numbers and headings and the text of these Terms, the text shall control.

2. Including. As used in these Terms, the word “including” means “including, without limitation,” and the word “include” means “include, without limitation,”.