

Terms of Use DiviDragon

9 January 2020

These terms of use (hereinafter: “Terms of Use”) set out the conditions that apply to every use made of the DiviDragon web application (hereinafter: “the Platform”) made available by DiviDragon B.V., registered by the Dutch Chamber of Commerce under no. 75649306 (hereinafter: “DiviDragon”) and any agreement you have with DiviDragon (hereinafter: the “Agreement”). The Agreement between you and DiviDragon is concluded when you finish the registration process of your account and by accepting these Terms of Use. Please read these Terms of Use carefully before you use the Platform.

Article 1. USAGE OF THE PLATFORM

- 1.1. In order to be able to use the Platform, you first need to register an account on www.DiviDragon.com (hereinafter: “the Website”).
- 1.2. DiviDragon hereby grants to you a personal license to use the Platform under the conditions set forth in the Terms of Use. This license is non-exclusive and non-transferable.
- 1.3. You are obliged to protect your account from third party access by choosing a strong password during the registration process. You are obliged to keep your login credentials strictly secret. DiviDragon may assume that all actions undertaken from your account after logging in with your username and password are authorized and supervised by you. This means you are solely liable for these actions.

Article 2. ACCEPTABLE USE

- 2.1. You are not permitted to use the Platform for any purpose that violates Dutch or other applicable law and regulations. Furthermore, you are not allowed to interfere with, damage or otherwise disrupt the Platform (including any parts thereof) or any software used in connection with the Platform.
- 2.2. In addition, it is forbidden to use the Platform in a way that:
 - a) you scrape or copy any data that is available on the Platform;
 - b) you hack or infect the Platform with all of its consequences.
- 2.3. If DiviDragon discovers that you violate any of the above, or receives a complaint alleging the same, then DiviDragon may intervene to end the violation. This intervention shall mean:
 - a) we will warn you when we receive a complaint or find out that you violate the rules as described above;
 - b) you have to end the violation in a reasonable period of time or motivate why there is no violation;
 - c) if you fail to do this, we will block your access to the Platform and we are allowed to terminate the Agreement;
 - d) In case of urgency, we can directly block your access to the Platform. We will inform you as soon as possible and you will get the chance to react before we permanently terminate the Agreement.
- 2.4. If in the opinion of DiviDragon the continued functioning of the computer systems or network of DiviDragon or third parties is actually (or under threat of) being damaged or jeopardized, for example through excessive transmission of data, leaks of personal data or virus activity, DiviDragon may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.5. DiviDragon is at all times entitled to file a criminal complaint for any offenses committed through or using the Platform.

- 2.6. DiviDragon may recoup from you all damages it suffers as a result of your violation of these Terms of Use.

Article 3. USER LIMITS

- 3.1. With regard to the amount of data storage and data traffic that you may use through the Platform, DiviDragon applies a limit on the basis of 'fair use'. Excessive use is not permitted.
- 3.2. In case of excessive use, DiviDragon can give you a warning. If you fail to take measures after such a warning, DiviDragon may impose restrictions on the use of or limit access to Platform In urgent cases, DiviDragon may intervene immediately (without warning).
- 3.3. Use will in any case be considered to be excessive if you use more than ten times as much data storage or data traffic as other users that make use of the Platform.

Article 4. DIVISION OF RESPONSIBILITY

- 4.1. The data that is available on the Platform is provided by third parties and this data is not collected by DiviDragon. Furthermore, you are allowed to report and upload relevant data to the Platform. DiviDragon shall use reasonable efforts to make sure the data is up to date, but we can not guarantee that the data is accurate.
- 4.2. It is also your responsibility to check the accuracy of the data.

Article 5. PROVIDED DATA

- 5.1. DiviDragon only provides factual data about stocks and this must not be considered as personal financial advice. DiviDragon suggests that if you lack the needed financial knowledge, you should consult a professional financial advisor.

Article 6. PAYMENT

- 6.1. Your license to use the Platform is subject to the payment of a license fee as described on the Website.
- 6.2. The payment process is explained further on the Website.
- 6.3. Because the Platform is directly available at your express request, a payment cannot be refunded under the Distance Selling Act.
- 6.4. When you join DiviDragon's affiliate program as described on the Website, your license fee will be reduced with your applicable affiliate commission (including recurring commissions). In case your applicable affiliate commission exceeds the license fee, you have the right to receive a payout. The payout can be executed on your request through the Website but only when the minimum revenue amount is reached as stated on the Website.
- 6.5. Your right to receive a payout will expire after twelve months when no request for a payout has been received by DiviDragon. When your Agreement with DiviDragon is terminated because of misuse of the Platform, your right to receive a payout will not be applicable.

Article 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All intellectual property rights pertaining to the Platform as well as any other materials provided to you via the Platform remain vested exclusively in DiviDragon. Intellectual property right shall mean: all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, related rights, patent rights and rights to know-how.
- 7.2. You only have the rights of use explicitly granted under these Terms of Use or mandatory law.

- 7.3. DiviDragon and/or its licensors have the right to implement technical measures to protect the Platform and any materials provided to you via the Platform against unlawful use and/or against use in a manner or for purposes other than as agreed and/or intended. You will not remove these technical measures or have them removed or circumvent them or have them circumvented.
- 7.4. Data stored by you or processed while using the Platform is and remains your property.
- 7.5. You represent and warrant that any data and contents stored or processed while using the Platform and any materials provided to you via the Platform do not violate or infringe any rights (including intellectual property rights) of any third party and are not libelous, defamatory or otherwise illegal.
- 7.6. After termination of your use of the Platform and any materials provided to you via the Platform, for whatsoever reason, DiviDragon has the right to delete the data referred to in the previous paragraphs, subject to your rights based on the General Data Protection Regulation (hereinafter "GDPR").

Article 8. AVAILABILITY & MAINTANCE

- 8.1. You accept that the Platform only contains the functionality and other characteristics made available to you at the moment of delivery ("as is"), including all visible and invisible errors and defects. DiviDragon does not guarantee that the Platform will be free from disruptions or defects at any time.
- 8.2. DiviDragon will make reasonable efforts to ensure the availability of the Platform, its systems and networks, but offers no guarantees in this respect.
- 8.3. DiviDragon or its licensors have the right to change the (functionality of the) Platform. Feedback and suggestions from you are welcome, but DiviDragon or its licensors make the final decision on which changes it will or will not implement.
- 8.4. DiviDragon actively maintains the Platform. Maintenance can take place at any time, even if this may negatively impact the availability of the Platform. Maintenance is announced in advance whenever possible. However, DiviDragon is in no case liable to compensate any damage arising in connection with such a closure.
- 8.5. As the Platform is provided over the public Internet, you are responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. DiviDragon accepts no liability in this regard.

Article 9. PRIVACY

- 9.1. By using the Platform, DiviDragon obtains certain data provided by you. This could be personal data. DiviDragon respects your privacy and personal data.
- 9.2. During the processing of personal data, DiviDragon adheres to the requirements of the GDPR.
- 9.3. More information regarding the processing of personal data can be found in the privacy statement available here: www.DiviDragon.com/Privacy.

Article 10. LIABILITY

- 10.1. Except in case of intentional misconduct or gross negligence, DiviDragon's liability is limited to the compensation of the loss suffered by you up to the amount of the license fee stipulated for the performance of the Agreement for one year.
- 10.2. In case of force majeure, DiviDragon is never required to compensate for damages suffered by you. Force majeure includes, among others, disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods, malware attacks or other malicious software, network attacks (including DDos attacks), war, mobilization, import and export obstructions and terrorist attacks.

Article 11. TERM AND TERMINATION

- 11.1. These Terms of Use enter into force as soon you accepted them and then remain in force until the Agreement is terminated.
- 11.2. You may terminate the Agreement at any time with a notice period of one month, calculated from the moment of the notice. Unless you cancel the Agreement before the billing date, DiviDragon is allowed to charge the license fee for the next billing cycle.
- 11.3. The termination of the Agreement should be done through the account settings of the Platform. If you are not able to log in, you can send a message to support@DiviDragon.com. The procedure for termination is further explained on the Website.
- 11.4. DiviDragon has the right to terminate the Agreement at any moment with a notice period of three months. Any prepaid license fees will be reimbursed pro rata.
- 11.5. DiviDragon may suspend or terminate the Agreement with immediate effect by providing a written notice to you in the event that:
- a. a petition for your personal bankruptcy has been filed;
 - b. you fail to comply with your obligations under these Terms of Use;
 - c. there is a good reason to believe that you will not comply with your obligations under these Terms of Use.
- 11.6. DiviDragon is entitled to terminate the Agreement if you have not used the Platform at all in the last twelve months. In such an event DiviDragon shall first send a reminder mail to the e-mail address connected to your account.

Article 12. CONFIDENTIALITY

- 12.1. With respect to the information disclosed by and between the parties while using the Platform, the parties shall accept the duty to observe strict secrecy when the information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential.
- 12.2. DiviDragon shall not examine data stored and/or distributed by you while using the Platform, unless this is necessary for proper service provision of the Platform or in the event DiviDragon is obliged to do so in pursuance of a statutory duty or required by court order. In case it is necessary to examine data for proper service provision of the Platform, DiviDragon will make sure that the relevant data will be anonymized.

Article 13. CHANGES TO TERMS

- 13.1. DiviDragon may change the conditions or add additional conditions to these Terms of Use as well as any prices at any time.
- 13.2. DiviDragon shall make an announcement through the Platform in regard to changes or additions at least thirty days before they become effective.
- 13.3. If you do not want to accept a change or addition, you can terminate the Agreement until the changes or additions become effective, and you must cease any further use of the Platform. Use of the Platform after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 14. MISCELLANEOUS PROVISIONS

- 14.1. These Terms of Use and all disputes relating to the use of the Platform are governed by the laws of the Netherlands.
- 14.2. Unless rules of mandatory law dictate otherwise, all disputes that may arise pursuant to or in connection with these Terms of Use and use of the Platform will be submitted to the competent Dutch court where you are located.

- 14.3. 'Written/in writing' in these Terms of Use refers to e-mail communication or any other form of electronic communication, provided the identity of the sender and the integrity of the contents is adequately established.
- 14.4. If any provision in these Terms of Use prove to be null and void, or otherwise unenforceable, this shall not affect the applicability of the Terms of Use as a whole. In such cases DiviDragon will adopt one or more new provisions that implement the intention of the original Terms of Use as much as possible.
- 14.5. DiviDragon is entitled to transfer its rights and obligations under these Terms of Use to a third party who acquires the Platform or the relevant business operations from it. In this case, you are entitled to terminate the Agreement. You are not entitled to transfer, assign and/or sublicense your rights and obligations under these Terms of Use to a third party without the prior written consent of DiviDragon.
- 14.6. In the event you have an issue or dispute, we encourage you to contact us and try to resolve it with us informally. All feedback and concerns can be addressed to us by sending an e-mail directly to support@DiviDragon.com.