

These are our Terms & Conditions

These terms and conditions (the **Terms**) and the Privacy Policy apply to all services (the **Services**) provided by The Co-Ownership Company B.V. under the trade name Sharesquare (**Sharesquare**). These Services primarily revolve around the Sharesquare online platform (the **Platform**) as found on the website www.sharesquare.co (the **Website**), which aims to facilitate financial participation by employees into the companies that employ them (the **Participants**). By using the Services, Platform or Website, each user, be it visitors, companies or natural persons, (**Users**) agrees to these **Terms** and the **Privacy Policy**, the latter as found on the Website

1 General

- 1.1 The rights and obligations of Users and Sharesquare are solely governed by (i) the Terms (ii) the Privacy Policy (iii) Dutch Law; and (iv) the applicable financial participation plan(s) (each a **Plan**).
- 1.2 These Terms can be viewed and downloaded from the Website. Upon request, we will send you a copy of these Terms, free of charge.
- 1.3 To the extent legally permissible, Sharesquare may amend these Terms and the Privacy Policy unilaterally by sending you the amended version by e-mail. The latest version of the Terms and Privacy Policy always applies between Sharesquare and the Users.
- 1.4 Agreements that deviate from these Terms are only valid if we have agreed these agreements with you in writing.

2 Rules of conduct

- 2.1 As a condition of use, Users agree not to use the Website or Platform for any purpose that is prohibited by these Terms. Each User is responsible for all its activity in connection with the Website and the Platform. Additionally, Users shall abide by all applicable local, state, national and international laws. By way of example, and not as a limitation, Users shall not, and shall not permit any third party to either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Website or Platform that:
 - 2.1.1 you know is false, misleading, untruthful or inaccurate;
 - 2.1.2 is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence;
 - 2.1.3 constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
 - 2.1.4 contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or password or any third party;
 - 2.1.5 impersonates any person or entity;
 - 2.1.6 includes anyone's identification documents or sensitive financial information; or
 - 2.1.7 breaches these Terms and/or any of the other policies and rules incorporated herein.

3 Availability of the Services

- 3.1 Sharesquare will use reasonable efforts to have its Platform and Website available at all times.
- 3.1 Sharesquare will use reasonable efforts to respond to any enquiry within 24 hours.
- 3.2 Sharesquare does not guarantee, represent or warrant that your use of the Platform and Website will be uninterrupted, timely, secure, or error-free. To the maximum extent permitted by law, Sharesquare hereby disclaims

all implied warranties with regard to the Platform and Website. The Platform and Website are provided "as is" and "as available" without warranty of any kind. Sharesquare does not accept any responsibility whatsoever for temporary unavailability of the Website or Platform.

4 User account

- 4.1 Users must be at least 18 years old to create an account.
- 4.2 You must protect the login details of your account from others and keep your password secret. We may assume that everything that happens to or with your account is done by you or under your supervision.
- 4.3 If you think or know that your account is being abused, you must report this to us as soon as possible via support@sharesquare.co so we can take appropriate action.

5 Conflict resolution

- 5.1 We are not obliged to assist in conflicts between Users. Nevertheless, we will endeavour to help resolve those conflicts.

6 Liability

- 6.1 Sharesquare is not liable for:
 - 6.1.1 any damage of Users as a result of the use of the Website, Platform or Services, regardless of whether the claim is based on a guarantee scheme, agreements or any other legal principle.
 - 6.1.2 any damage of Users that occurs due to (incorrect) information on the Website, Platform or Services, regardless whether that information is from third parties.
 - 6.1.3 damages resulting from errors of third parties or resulting from the unavailability of the Website, Platform or Services, for reasons beyond our control.
- 6.2 The foregoing does not apply in case of gross negligence or wilful misconduct by the management of Sharesquare.

7 Privacy statement

- 7.1 Sharesquare respects the privacy of its Users. We comply with the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*) (the **GDPR**).
- 7.2 When Users makes use of our Services, we will collect certain personal data – whereby we act as **Data Controller** within the meaning of the GDPR. In our Privacy Policy you can read which personal data we collect and for what purposes. You can find our privacy policy on the Website.

8 Indemnification

- 8.1 Users will indemnify, defend, and hold harmless Sharesquare from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims regarding any injury or damages resulting from behaviour of Users related to their breach of these Terms, agreements with third parties, or violation of any applicable law, regulation or order

9 Intellectual property rights

- 9.1 Sharesquare is and remains the holder of all intellectual property rights on information provided by the Website and the Platform, such as patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know how, property rights and processes.

9.2 Users are not allowed to use, sell, distribute, sublicense the content of the Website and Platform in any way. User is explicitly not permitted to share, to sell or exploit, to make public, to modify, to download, to copy or to reproduce otherwise any information provided by Website without the prior written consent of Sharesquare.

10 Severability

10.1 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

11 Applicable law and jurisdiction

11.1 These Terms shall be governed by and construed in accordance with the laws of the Netherlands.

11.2 All disputes resulting from or arising in connection with these Terms shall be exclusively submitted to the competent court of Amsterdam, the Netherlands, unless the dispute can be settled in an amicable fashion.

12 Complaints, comments and suggestions

Sharesquare strives to give you optimal service. Please let us know if you have a complaint, comment or suggestion. You can contact us via the contact details below or via the contact form on the Website.

Sharesquare

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1021 JT Amsterdam

The Netherlands

Email: support@sharesquare.co

Chamber of Commerce number: 80460593
