

TERMS AND CONDITIONS ORIGINS

We are Origins, the developer and provider of the Origins application. Origins is a trading name of Oably, located at Kastanjelaan 400 5616 LZ in Eindhoven in the Netherlands and registered with the Chamber of Commerce under the number 67648673. These are the Terms and Conditions that apply when you use our app or website. The use of the app starts when you download the app.

ARTICLE 1 - Definitions

1. In these Terms and Conditions, the following defined terms shall have the meanings:

- Subscription: a subscription that gives access (to parts) of the Origins app included in that specific subscription;
- App: a mobile application provided by Origins and is used by you or which you intend to use;

Parts of it are:

- the software that ensures that you can use the Origins app;
- the content, such as the modules, texts, and images;
- if applicable, the online storage of data about your use of the app;
- all changes to the additions, removals and Terms and Conditions implemented by Origins.
- website: the Origins website: www.origins.app

ARTICLE 2 - Applicability

1. These Terms and Conditions apply when you use the app and have a subscription to Origins. If you do not wish to agree to these Terms and Conditions fully, you may not install and use the app.

ARTICLE 3 - Installation of the Origins app

1. Origins assume that when installing the app, you will be using:

- a device you own and have the rights to install software on;
- and use an account from which you can manage all necessary information (or, if you are 15 years or younger, have permission from your parents or guardians).

2. You and only you may use your personal Origins account. No other person may use your Origins account.

3. You agree that all information you provide or have provided during the account creation process is accurate, complete, and current.

4. You are responsible for keeping your usernames and passwords secret. Origins is not responsible for the abuse of your usernames, passwords, or other means with which you can identify yourself when you use the app. As soon as you suspect that someone has been

misusing your personal Origins account, you must immediately report this to Origins through the contact details stated in Article 12 of these Terms and Conditions.

5. Origins can limit the number of devices you use an account on. If you sign in with your account on more than that number of devices, you can be automatically signed out on other devices. You can always use an account on at least two devices.

6. You will not create an account through the Origins app with personal details other than your own.

7. It is strictly forbidden to interfere or disrupt the Origins app or Origins website or the servers or networks connected through viruses, spyware, malware, or other destructive or disruptive code. In particular, you may not use a device, script, bot, spider, crawler, or any other technique.

ARTICLE 4 – How Origins works

1. Origins will always do its best to offer you an excellent working app 24 hours a day, seven days a week. However, Origins cannot give you any guarantees about:

- there can always be (unknown) errors in the software. If we have discovered any error(s), we will attempt to correct them as soon as reasonably possible. We always take the seriousness of the error into account as much as possible. You can report an error by sending an email to hello@origins.app.
- to use the Origins app, you need hardware (a telephone) and an working internet connection. We are not responsible for the equipment used by you.

2. Origins may temporarily shut down its servers. For example, to maintain the software or to install upgrades or updates. Origins will do its very best not to stop the app during peak hours. However, Origins cannot guarantee that this will always work.

3. Origins always reserve the right to change the app and therefore also to modify, remove or add specific features and modules, content, and functionalities of the app.

ARTICLE 5 - Prices

1. The Origins App is a free application. Users download the app for free so that they can try out the Origins app. The app contains content that needs to be paid for (extra test and excess, for example).

2. All prices that Origins communicate (in the app) or mentioned in an order confirmation from the Origins app are inclusive of VAT and other mandatory taxes or levies unless stated otherwise.

3. Origins reserve the right to change prices at any time without further notice. A price change may affect when a current subscription exceeds twelve (12) months, or, whichever time occurs later, five weeks after the price change announcement. If you do not want to pay the higher price, you must therefore cancel your subscription.

4. In addition to the above mentioned, Origins is entitled to change prices once per calendar year to the inflation rate for the past year, as published by CBS in the Netherlands.

ARTICLE 6 - Payment and collection costs

1. Before starting the subscription, you must transfer the agreed price for your subscription's first period. Depending on the sort of subscription, Origins will subsequently have the amount due for the following period (s) debited from your account by direct debit each month or year.

2. We will send you a reminder by email seven days before the renewal occurs for all monthly and yearly subscriptions. This message contains the amount to be collected and the collection date.

3. Origins can also arrange your payment in other ways (for example, by credit card, PayPal, Appstore, Playstore, or otherwise).

4. You do not comply with our agreed agreement if you do not pay before or on the final payment date.

5. If you have not paid after two or more payment reminders, Origins can stop the subscription. From that moment, Origins can also charge the legally permitted subscription costs and hand over the claim to an external debt collector agency. Despite the termination, you will still owe the subscription costs until the end of the term of your subscription.

6. If you do not pay on time (this also includes if Origins cannot collect the amount owed from you), Origins may (temporarily) deny you access to the app or part of it. This will not affect any other rights Origins has against you under the law or these Terms and Conditions.

7. All data costs that you incur for the use of the Origins app are for your account. Origins advise you to use the app as much as possible via (free) WIFI networks. Coupons, vouchers, or other discount codes issued by Origins are never exchangeable for cash. Any discounts can only be used for the purchase of a subscription.

ARTICLE 7 - Duration, termination, and the consequences of termination

1. The Origins order confirmation indicates how long your subscription will last and, if applicable, what content you can use.

2. A subscription agreed for a fixed duration will be implicit renewed at the end of the agreed period unless the subscription has been prematurely terminated, as described below in the paragraph 4.

3. If you cancel the subscription yourself, or if Origins suspends your access to the app in case of actual or suspected misuse, you agree that Origins will not be liable or responsible

and that Origins will not refund any amount that you have already paid as permitted by applicable law.

4. Do you want to cancel your subscription? Our customer service can help you. Please send an email to hello@origins.app.

ARTICLE 8 - Intellectual property rights

1. Origins give you access and permission to use the app following these Terms and Conditions. The Origins app is, therefore, not sold or transferred to you. The license is a personal, non-exclusive license to install and use the app as set out in these Terms and Conditions.
2. You acquire the rights of use as described in these Terms and Conditions on the condition that you fulfill your obligations of these Terms and Conditions. Without detracting from any rights that may belong to Origins under the law of these Terms and Conditions, any negligence to comply by you gives Origins the right to restrict your further use of the Origins app.
3. The license is limited to the intellectual property rights of Origins and its licensors in the app and does not include any other rights.
4. Origins reserve all rights not explicitly granted to you in these Terms of Conditions. Origins reserves all rights, titles, and interests in and to the Origins app including, but not limited to, all copyrights, designs, domain names, trademarks, trade secrets, trade names, proprietary (IP) rights, patents, title, codes, audiovisual effects, themes, characters, stories, institutions, illustrations, and all other moral rights, whether or not registered and all uses thereof.
5. Unless expressly permitted by applicable law, you can never, without the prior written consent of Origins: commercially exploit the Origins app; distribute, lease, license, sell, rent, lend, transfer or otherwise assign the Origins app and website, copies thereof, or any passwords or usernames related to the Origins app or Origins website to any third party; Copy, reproduce or distribute or decompile, disassemble, or reverse engineer in any way; make the Origins app available to the public or on a network so that it multiple users can download it; remove, alter or hide product information, copyrights, intellectual property, copyright notices, legal notices, or other tags from the origin or source of the Origins app; modify, improve, or create a derivative work of the app.

ARTICLE 9 - Privacy policy

1. Origins is committed to respecting your privacy. Your personal data will, therefore, be handled and secured with great care. You can read more about how Origins handles your personal data in the Origins privacy statement.

ARTICLE 10 - Liability

1. You agree and warrant that your use of the Origins app will not infringe any third party rights, including but not limited to intellectual property rights, moral rights, and privacy rights.

2. As a result of reading these Terms and Conditions, you agree to indemnify, hold harmless, and hold Origins and Origins's suppliers for providing the app to you and against all possible damages, claims, costs, and expenses (including attorney fees) as a result of your use of the app.

3. Origins has the right but is not obligated at any time to update, upgrade, or modify the Origins app or to change or delete data or information stored in the app.

4. Origins and Origins's suppliers are not liable for any damage or errors due to intent, fault, or negligence and will in no event exceed the price paid by you for using the app. When you pay periodically for the app's use, this liability is limited to the compensation paid by you for the period in which the liability-creating event took place. This limitation of liability applies to all liability of Origins and Origins's suppliers, regardless of origin. The limit applies to both contractual and non-contractual liability.

5. To claim any damage, you must report, and in any case, mention the reason that in your view Origins is deficient, as soon as possible after its discovery. Article 6:89 BW is entirely relevant.

ARTICLE 11 - Miscellaneous Provisions

1. Origins may, at any time, and at our sole discretion, modify these Terms and Conditions, including our Privacy Policy, with or without notice to the user. Any modification will be effective immediately upon public posting. If you disagree with the changes, you must notify us in specific writing within seven days of our notification to you. Origins will then decide if the subscription will be continued unchanged or terminate your subscription due to which you will no longer have access to the Origins app. If you have paid for your subscription, you are entitled to a refund of a part of the amount paid by you in proportion to the time your subscription would run without termination.

2. If part of these Terms and Conditions proves invalid or voidable, this will not affect the rest of these Terms and Conditions' validity.

3. You may not transfer or assign your obligations from these general terms and conditions to third parties without prior written consent.

4. Origins may transfer the rights and obligations from the agreement with you to a third party. If Origins does so, you may cancel the subscription with Origins if that transfer is to a person outside Origins.

5. Dutch law applies to all agreements with you, your subscription, and these Terms and Conditions. If there is a difference of opinion about the agreement with you, your

subscription, or these general terms and conditions, Origins and you will first try to resolve it in mutual consultation. If that does not work, the dispute can be submitted to the competent Dutch court.

ARTICLE 12 – Contact

1. If you have questions about the content of these Terms and Conditions or our Privacy Policy, please contact our customer service.

Email address: hello@origins.app

Postal address: Kastanjelaan 400 5616 LZ Eindhoven, The Netherlands

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