

# GENERAL TERMS AND CONDITIONS QUANTUMLIFE B.V.

Located at Daviottenweg 40, 5222BH 's-Hertogenbosch, The Netherlands  
Registered with the Chamber of Commerce 85176397

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## Article 1. Definitions

In these General Terms and Conditions, the following terms are capitalised and have the meanings set out below, unless a different meaning is given elsewhere in the Agreement and/or General Terms and Conditions or if a different meaning unmistakably follows from the context:

- QuantumLife:** The contractual other party to the Agreement with the User.
- User:** The person who uses the services of QuantumLife.
- Agreement:** the Agreement between QuantumLife and User under which User, whether for free or for a fee, makes use of QuantumLife's Services.
- Service(s):** all services offered online through the Website or the (mobile) application or otherwise by QuantumLife, including but not limited to the QuantumLife App, of which Quantum Movie and Quantum Growth are a part.

<b>Paid Service(s):</b>	Services offered on the Platform which are not covered by Subscription and for which additional payment is required.
<b>Platform: QuantumLife App:</b>	QuantumLife's online platform, consisting of the Website and the QuantumLife App. the QuantumLife mobile application, which is available for Android and iOs in the Google Playstore and App Store.
<b>Website:</b>	QuantumLife's website, which can be accessed at: <a href="https://quantumlife.app">https://quantumlife.app</a> .
<b>Account:</b>	User's personal, digital environment on QuantumLife's Platform, which consists of a collection of data relating to the User in question.
<b>Login details:</b>	a combination of a user name, e-mail address and/or password with which access to an Account can be gained.
<b>Content:</b>	all messages, data, information, texts, sound and image material, such as photos, video or music, as well as other (digital) material.
<b>Use:</b>	Use" includes any use of the Platform, including but not limited to, loading (uploading), storing (downloading), logging in, retrieving, consulting, reading, viewing, listening, editing, filling in (forms), sending, copying (temporarily), storing, forwarding, distributing, using services, following links to other websites and performing legal acts (such as concluding a Subscription or separate Services).  The Agreement relating to the paid use of the Platform.
<b>Subscription:</b>	the (monthly) fee that the User owes QuantumLife for the paid use of the Platform.
<b>Subscription fees:</b>	QuantumLife and User jointly, and each individually "Party".
<b>Parties:</b>	the provisions of this document.
<b>Terms and Conditions:</b>	In these General Terms and Conditions, 'in writing' also includes communication by e-mail and digitally (e.g. via an online interface), provided that the identity of the sender and the integrity of the content have been sufficiently established.
<b>Written:</b>	

## Article 2. Applicability and Ranking

1. These General Terms and Conditions apply to all offers, Contracts, Subscriptions and any use of QuantumLife's Services, of whatever nature, as well as to the realisation thereof, unless that applicability has been fully or partially excluded in writing or explicitly agreed otherwise.
2. Any General Terms and Conditions of the User, however named, are explicitly rejected. Deviations from and additions to these conditions are only applicable if and insofar as QuantumLife has expressly accepted these in writing.
3. When QuantumLife has allowed deviations from these general conditions for a short or longer period, whether tacit or not, this does not affect its right to demand immediate and strict compliance with these conditions. The user cannot derive any rights from the way QuantumLife applies these conditions.
4. These conditions also apply to all agreements with QuantumLife, for the implementation of which third parties should be involved.
5. If one or more of the provisions of these General Terms and Conditions or any other Agreement with QuantumLife is in conflict with a mandatory provision of the law or any applicable legal regulation, the provision in question shall lapse and be replaced by a new, legally admissible and comparable provision to be determined by QuantumLife.
6. In the case of a conflict between the contents of an Agreement concluded between the User and QuantumLife and the General Terms and Conditions, the contents of the Agreement shall prevail.
7. QuantumLife reserves the right to amend these conditions at any time. The amended terms and conditions shall come into force at the time they are announced, and shall also apply to Contracts already entered into. If no time of entry into force has been announced, amendments shall enter into force with respect to the User as soon as he has been informed of the Amendment.

### Article 3. Conclusion of the Agreement

1. The Agreement is concluded by the User accepting the offer. If the Agreement is concluded online, it is concluded at the moment the User has successfully completed all the steps of the online registration or application process and has made all the payments (in advance) due for this purpose.
2. Offers are made by QuantumLife without engagement and can be revoked by QuantumLife immediately after acceptance by the user, unless the offer contains a period for acceptance.
3. Obvious mistakes or typing mistakes in offers made by QuantumLife do not bind QuantumLife.
4. Any additional agreements or alterations made at a later date are only binding on QuantumLife if these have been confirmed in writing by QuantumLife.

### Article 4. Duration of the Agreement

1. The Agreement is entered into for the period stated in QuantumLife's offer. If no period has been agreed, the Agreement is deemed to be entered into for an indefinite period, unless the nature of the Agreement expressly provides for another period.
2. The fixed-term Agreement cannot be terminated prematurely, except with the consent of both Parties or if an exception is made in the Agreement or General Terms and Conditions.
3. Notice of termination shall be given in writing. User shall observe a term of notice of 1 month for Agreements entered into for a duration of 6 months and a term of notice of 2 months for Agreements entered into for a duration exceeding 6 months, unless a different term is stated in the Agreement.

### Article 5. Subscriptions

1. A Subscription is entered into for the following duration:
  - a. Lifetime Subscription - lifetime duration. One-time payment at start.
  - b. Annual Subscription - 12 months. One-time payment at start.
  - c. Monthly Subscription - indefinite (until cancelled). Payment per month in advance.
2. The Subscription can be cancelled via the Platform or in writing by e-mail, subject to a notice period of 1 month, which notice may be given without reason and justification.
3. If the User fails to terminate the Agreement on time, with due observance of the agreed notice period, the Subscription will be tacitly converted to an Agreement for an indefinite period after the expiry of the originally agreed period, with the Subscription costs being debited in advance each month. The Agreement for an indefinite period may be terminated at any time, subject to a notice period of one month.
4. Any right to use the Platform will expire at the end of Subscription.

### Article 6. Registration

1. In order to use the Platform, the User must register via online through the Website or the QuantumLife App.
2. During the registration process, the User must provide, among other things, a valid email address and a password. After the User successfully completes all steps of the online registration process, User will receive a confirmation email from QuantumLife to verify the email address provided.
3. User is required to provide accurate, complete and truthful information and data requested by QuantumLife during the registration process.
4. QuantumLife reserves the right at any time to refuse the registration of an Account by a User without giving reasons.

### Article 7. Account

1. The Account is personal, non-transferable and may only be used by the User. Login details provided or received by the User are strictly confidential and may not be shared with third parties.

2. QuantumLife is not responsible for abuse of Accounts and trusts that the person, who logs into the Platform and thereby uses the login details of a particular User, is actually that User. The User is responsible for all actions taken from the User's Account, including unauthorized use.
3. The User must notify QuantumLife if the User suspects that an Account is being misused or if the related login information has come into the hands of unauthorized persons.

#### Article 8. Use of the Platform

1. The User guarantees that the information and data that the User places on the Platform or sends through the Platform is correct, complete and up-to-date.
2. The User is responsible for the Content that he or she posts on the Platform. The User assumes all risks associated with the use of his or her Content, including reliance on the accuracy, completeness or usefulness by third parties, or disclosure by the User of Content that makes the User personally identifiable.
3. The User declares that he/she is the owner or has the required authorisations or permissions to place the Content on the Platform and to use the Content as described in these General Terms and Conditions, as well as to grant the rights thereto.
4. The User understands and acknowledges that when using the Platform and the Services offered thereon, he may be exposed to information and data that may be factually incorrect, offensive, indecent or otherwise objectionable to the User. The User waives all rights and/or (legal) remedies the User may have against QuantumLife with regard to the aforementioned information and data.
5. The User is expressly - but not exclusively - prohibited from:
  - a. offer products or services on the Platform that are prohibited by law or whose offering is punishable by law;
  - b. Use the Platform in such a way that it infringes on the rights of third parties;
  - c. Use the Platform to distribute computer viruses or material of a defamatory, obscene or threatening nature;
  - d. use the Platform to distribute material for promotional or advertising purposes (SPAM) without having obtained prior written permission from QuantumLife, unless the addressee has expressly requested its transmission;
  - e. make illegal use of the Platform or the information provided and/or Content shown on it;
  - f. use the Platform in such a way as to damage, distort, interrupt, stop, overburden or otherwise render the Platform less efficient;
  - g. to distribute in any medium any part or parts of the Platform, including but not limited to Content published on the Platform, without QuantumLife's prior written approval;
  - h. to modify any part of the Platform and/or the systems, programs, services and/or technology associated with it. change or modify;
  - i. to bypass, disable or otherwise interfere with security-related parts of the Platform;
  - j. to use the Platform or the systems, programs, services and/or technology contained therein for business applications without QuantumLife's prior written approval. This prohibition includes, but is not limited to:
    - i. the (re)sale of access to the Platform and/or the services of QuantumLife and Participants on another website, in particular with the aim of generating advertising and/or (subscription) income; and/or;
    - ii. further disseminating the services offered by QuantumLife, including for the purpose of generating income through entrepreneurial activities that are substantially similar or comparable to the entrepreneurial activities driven by QuantumLife;
  - k. to collect or gather (part of) the content of the Platform or (personal) data concerning the Platform Participants, whether or not by means of an automated system.

#### Article 9. Guidelines relating to the publication of Content

1. Through the Platform, Participants have the opportunity to create Content by providing information, data and (own) Content. When creating Content through the Platform, the User must observe certain guidelines. The content of the created Content may not:
  - a. incitement to commit criminal acts or acts which may cause damage to third parties;
  - b. be offensive, abusive, threatening, defamatory, obscene, hateful, hurtful or discriminatory;
  - c. are deceptive, misleading or contain untruths;
  - d. contain personal data of third parties who have not given their explicit consent;
  - e. violate copyrights or intellectual property rights of third parties;
  - f. deviate in content from the purpose for which the Service is intended;
  - g. e-mail addresses, URLs, telephone numbers, hyperlinks or personal data, unless this is done with the explicit consent of the person(s) concerned or is explicitly permitted.

#### Article 10. Modifications and maintenance

1. QuantumLife is permitted to change the (operation, content and scope of the) Platform at any time and at its own discretion and to the extent QuantumLife considers necessary. QuantumLife does not require the prior consent of the User to do so. QuantumLife is furthermore free to close down the Platform or part thereof for use or otherwise make it inaccessible.
2. QuantumLife will make every effort to provide the Platform 24 hours a day, seven days a week without interruption, but does not offer any guarantees in this respect, unless agreed otherwise (for example, by means of a Service Level Agreement (SLA) indicated as such). Unless otherwise stipulated in such an SLA, the provisions of this article apply to availability.
3. QuantumLife has the right to put its systems, including the Platform, or parts thereof temporarily out of use for maintenance, adjustment or improvement. QuantumLife will try to arrange for such a shutdown to take place as much as possible at times when the least number of users will be affected, and will make every effort to inform the user of the planned shutdown in good time. QuantumLife is never liable for damages in connection with such shutdown.
4. QuantumLife has the right to put its Platform and the underlying systems temporarily out of use in order to solve failures, without being liable for damages. QuantumLife is not obliged to inform the user in advance.
5. QuantumLife will make every effort to inform the User about the nature and expected duration of the interruption in the event that the Platform is unavailable, due to failures, maintenance or other causes.

#### Article 11. Intellectual property

1. The Content on the Platform is protected by copyright, and the User may not, without QuantumLife's prior written consent, store the Content (except for the Content required to use the Platform), reproduce, modify, disclose, distribute or transmit, sell or otherwise transfer or grant any rights to it.
2. By storing, uploading, posting or creating Content on the Platform, the User grants QuantumLife the non-exclusive, perpetual, transferable, irrevocable and sub-licensable right, without any royalty or other compensation, to use, reproduce, adapt, translate, distribute, publish and create derivative works of the Content and to disclose, reproduce or use for promotional purposes the Content in any media now known and in the future.
3. Furthermore, the User gives QuantumLife the right, as the licensee of his or her Content, to take legal action in its own name against third parties who infringe upon the rights to the Content and against third parties who act unlawfully with respect to the Content, and to claim an injunction, damages and/or profit-sharing in any such legal proceedings in its own name and in its own capacity.
4. The user hereby authorizes QuantumLife, if and in so far as QuantumLife cannot act independently against the infringements/unlawful acts mentioned in the previous sentence, to act on behalf of the user in judicial proceedings against

third parties infringing the User's rights in respect of the Content and against third parties acting unlawfully towards the User in respect of the Content.

#### Article 12. Exclusion of use

1. QuantumLife grants the User permission to access and use the Platform and the Services of QuantumLife in accordance with these General Terms and Conditions. QuantumLife reserves the right to deny the User (further) access to the Platform and the Account, or to cancel the User's Account as well as to remove Content stored, uploaded, placed or created by the User from the Platform and from the systems, without QuantumLife being liable to pay any compensation to the User, if:
  - a. Content placed on the Platform by the User is incorrect, incomplete, outdated, misleading or in conflict with laws and/or regulations;
  - b. there is a serious suspicion that the User is involved in fraudulent acts and/or there is a question of fraudulent use or abuse of the Platform or the underlying systems;
  - c. the User does not comply with the rules laid down in these General Terms and Conditions, which explicitly include the guidelines relating to the publication of Content;
  - d. QuantumLife suspects that an Account is being used by unauthorized persons or when an Account is misused; or
  - e. other pressing and well-founded reasons require QuantumLife to do so.
2. Any damage QuantumLife suffers as a result of the User's non-compliance with these Terms and Conditions will be recovered by QuantumLife from the User in full.
3. QuantumLife is not obliged to remove the User's data or the Content saved, uploaded, placed or created by the User from its systems after the Account has been closed down, or to keep it saved any longer.

#### Article 13. Paid Services

A Subscription does not provide automatic access to all Services on the Platform, but only to the Services described in the Subscription. The Platform offers Paid Services. If the User wishes to access these Paid Services, an additional payment is required. After QuantumLife has received the payment for this, the User will immediately gain access to the Paid Service in question.

#### Article 14. Payment conditions

1. If the Agreement is a continuing performance agreement, the amounts due will be charged to the User on a monthly or annual basis, prior to the new period, unless agreed otherwise in writing.
2. If, contrary to paragraph 1, it has been agreed that payment must be made in advance, in whole or in part, as in the case of Paid Services, the amount must be paid immediately via a payment method offered on QuantumLife's website, such as iDeal or credit card.
3. The Subscription fees due are debited to the User's account per period in advance by means of direct debit. User needs to make sure that there is sufficient balance on the specified bank account to make the debit possible.
4. After expiry of the payment term or in case the User reverses a direct debit, the User is in default by operation of law, without any notice of default being required.
5. From the moment of entering default user shall owe interest on the amount due at a rate of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply. Parts of a month are considered full months. All judicial and extrajudicial costs incurred by QuantumLife in obtaining payment - both judicial and extrajudicial - shall be borne by the user from that moment onwards. In that case the user shall be liable for compensation of at least 15% of the outstanding amount, with a minimum of € 40,00. If the actual costs incurred and to be incurred by QuantumLife exceed this amount, they are also eligible for compensation.

6. In the above cases QuantumLife also has the right to terminate or suspend the Agreement or the part thereof that has not yet been carried out, or to put it out of use, without giving notice of default or judicial intervention and without the User having the right to demand compensation for any damage that may arise as a result.
7. A claim for payment shall become immediately due and payable if the User is declared bankrupt, applies for a moratorium or total attachment is levied on the User's assets, if the User dies and furthermore, if the User goes into liquidation or is dissolved.
8. If the user believes that an invoice is incorrect, the user should make his objections known to QuantumLife in writing within 14 days of the invoice date. The payment obligation remains at all times. Payment may therefore not be postponed.
9. QuantumLife is entitled to adjust the prices for Services and Subscriptions at any time, as well as to index the rates once a year according to the price index figure of the Office for Statistics for commercial services (index 2020 = 100). Price increases will be communicated to the User at least 30 days before they take effect. The User is entitled to terminate the Agreement by the date the announced price increase comes into effect.

#### Article 15. Liability

1. If QuantumLife is liable for damage, then this liability is limited to compensation of direct damage and up to the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In the case of an Agreement with an unlimited duration or a duration longer than three (3) months, QuantumLife's liability is further limited to the amounts paid by the User to QuantumLife in the three (3) months preceding the occurrence of the damage.
2. QuantumLife's liability is always limited to the amount that is paid out by QuantumLife's insurer in the case concerned.
3. Direct damage is exclusively understood as:
  - a. the reasonable costs of establishing the cause and the volume of the damage, in so far as the establishment relates to damage within the meaning of these General Terms and Conditions;
  - b. the possible reasonable costs incurred to have the faulty performance of QuantumLife fulfil the Agreement, unless these cannot be attributed to QuantumLife;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the User demonstrates that these costs have resulted in limiting the direct damage as referred to in these General Terms and Conditions.
4. QuantumLife is never liable for:
  - a. indirect damage, including personal injury, consequential damage, loss of profit, lost savings, damage due to business stagnation and damage as a result of (contractual) penalties, including penalties for failure to meet any delivery or performance deadline;
  - b. loss of Content;
  - c. damage caused by intent or recklessness of assistants or non-managerial subordinates of QuantumLife;
  - d. damage, of whatever nature or in whatever form, due to the fact that it has relied on incorrect and/or incomplete information provided by the User.
5. The limitations of liability for direct damage contained in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of QuantumLife.

#### Article 16. Complaints

1. The assessment of any complaints is done by QuantumLife. Complaints about Services provided should be reported to QuantumLife as soon as possible and no later than 7 days after performance or use. If the complaint is well-founded and can be remedied, QuantumLife will try to remedy it as best as possible. QuantumLife will do her utmost to settle the complaint within a reasonable time.
2. If the User reports a complaint at a later date, he is no longer entitled to repair, replacement or compensation.
3. The submission of a complaint does not suspend the User's payment obligation.

#### Article 17. Force majeure

1. QuantumLife is not obliged to fulfil any obligation if they are hindered to do so due to a circumstance that is not attributable to fault, including in any case pandemics or epidemics.
2. In these general conditions, force majeure is understood to mean - apart from what is stated in the law and jurisprudence - all external causes over which QuantumLife has no influence, but which make it impossible for QuantumLife to fulfil its obligations.
3. QuantumLife may suspend its obligations under the Agreement during the period of force majeure, which also means that the User's payment obligations will be suspended. If this period lasts longer than 90 days, either party is entitled to dissolve the Agreement, without any obligation to pay the other party damages.
4. In so far as QuantumLife at the time of the commencement of force majeure has already partially fulfilled an obligation arising from the Agreement or will be able to fulfil this obligation during the period of force majeure, and the fulfilled respectively to be fulfilled part has independent value, QuantumLife is entitled to invoice the fulfilled respectively to be fulfilled part separately. User is obliged to pay this invoice.

#### Article 18. Intellectual property

1. QuantumLife reserves the rights and powers to which QuantumLife is entitled under the Copyright Act, notwithstanding the other provisions of these General Terms and Conditions.
2. All copyrights on works provided by QuantumLife to the user or developed by QuantumLife for the user, such as Quantum Movie, etc., belong only to QuantumLife and may only be used and multiplied by the user for personal use within the private sphere. QuantumLife may not without prior consent of QuantumLife make public or bring to the notice of third parties any work provided or developed by User, unless the nature of the work in question implies otherwise.
3. QuantumLife reserves the right to use the increased knowledge about the execution of the Services for other purposes, as long as no confidential information is brought to the notice of third parties.

#### Article 19. Limitation period

The period within which the user can claim QuantumLife for compensation is in all cases limited to one year after the damage arose, or the moment at which the damage could reasonably have been discovered. QuantumLife's liability expires in any case after the expiry of one year from the performance of the Services from which the damage arose.

#### Article 20. Applicable law, interpretation of the conditions and choice of forum

1. Dutch law applies to all Agreements concluded and to be concluded by QuantumLife.
2. In the event of conflict between the content and purpose of these General Terms and Conditions and the Dutch version, the Dutch text shall always prevail.
3. All disputes - including those that are only regarded as such by one of the Parties - arising from a Contract to which these conditions apply in whole or in part, or from other Contracts resulting from such a Contract, shall be settled by the competent court in the district where the User is domiciled, unless a mandatory provision of the law prevents this. This does not affect the fact that QuantumLife may agree with the user to have the dispute settled by independent arbitration.