

Terms & conditions

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Terms of use for the In2Care Mosquito Trap Notification Service Landing Page (Landing Page)

This Landing Page is offered to you by In2Care B.V. (having its address at Marijkeweg 22, Wageningen, the Netherlands) (“**In2Care**”).

When you use this Landing Page, you agree to these terms of use.

What this Landing Page does for you

This Landing Page enables you to send you prior notifications to refresh your In2Care Mosquito Trap every 4 weeks.

We are excited that you are going to use this Landing Page, there are just a few rules and restrictions we ask you to keep in mind. We encourage you to read on.

Precautions

THE LANDING PAGE IS AN INFORMATION TOOL ONLY AND NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT.

Creating an account

In order to be able to fully use the features of this Landing Page you need to create an account for the use of this Landing Page and you need to explicitly accept these terms of use.

Your conduct

In connection with your use of the Landing Page, you agree not to

- reproduce, duplicate or copy the Landing Page, or any part, for commercial or unlawful purposes;
- access without authority, interfere with, damage or disrupt:
 - any part of the Landing Page;
 - any equipment or network on which the Landing Page is stored;

- any software used in the provision of the Landing Page; or
- any equipment or network or software owned or used by any third party.
- use or copy any material from the Landing Page,
- frame any of the Landing Page onto your own or another person's website or mobile App,

Ownership and IP in the Landing Page

In2Care owns the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Landing Page. You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third party website) without IN2CARE's prior written consent except to use the Landing Page for its intended purposes. If you submit a comment, suggestion or any other material (excluding any illegal content) to IN2CARE related to the Landing Page ("**Feedback**"), you hereby assign all ownership in and to such Feedback to IN2CARE, and acknowledge that IN2CARE will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you, or grant IN2CARE a license to use such Feedback without any restrictions to the extent the foregoing is deemed ineffective.

Warranty disclaimer on the Landing Page

This Landing Page is provided "as is". Any use of the Landing Page is for your own risk and account. To the maximum extent permitted by law, IN2CARE disclaims all warranties of any kind; either expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose, any implied warranty of non-infringement. IN2CARE does not warrant that the functions contained in the Landing Page will meet any requirements or needs you may have or that the Landing Page will operate error free, or in an uninterrupted fashion, or that any defects or errors in the Landing Page will be corrected, or that the Landing Page is compatible with any particular platform.

Warranty in general

These terms of use will not impair any statutory warranty rights you have in the country of your residence.

Automatic software updates

IN2CARE may update or change the Landing Page for seamless service, and may do so without notice to you. If the need arises, we may suspend access to the Landing Page, or close it indefinitely. Updates or changes may be subject to updated terms of use. If you do not agree to such updates, your sole remedy is to cease using the Landing Page.

Third party services

Use of the Landing Page does not include the provision of a mobile device or other necessary equipment to access it. To use the Landing Page you will require internet connectivity and Landing Page appropriate telecommunication links. We shall not have any responsibility or liability for any telephone or other costs you may incur or be charged for by third parties. It is possible that when you use the Landing Page you will also use a service, download a piece of software, or purchase goods or services that are provided by a third party. Those third party services and goods may be subject to their own rules and restrictions, separate from these terms of use, and you need to abide by them in regard to such third party.

Third party websites and Landing Pages

The Landing Page may provide links or references to websites and Landing Pages operated by third parties. IN2CARE does not monitor such websites and is not responsible for the content, functionality, or practices of such websites. If you access these third party websites (through this Landing Page), you do so at your own risk. We advise you to read the terms of use and privacy policies on those third party websites. You agree that IN2CARE has no liability for any damage or loss of any type that is a result of your use of a third party website.

Open Source Software

The Landing Pages may contain components that are subject to open-source terms. You may download and use this open source software under the conditions stated in the respective license terms.

Privacy

IN2CARE values and respects your privacy. Personal data collected through the Landing Page will be used in accordance with the Privacy Notice. Please read the Privacy Notice.

Liability

To the maximum extent permitted by Landing Page applicable law, IN2CARE accepts no liability for any damages incurred as a result of your use of the Landing Page. In no event will IN2CARE, or any owners or licensors of, or author or contributors to the Landing Page be liable for any direct, indirect, incidental, special, exemplary or consequential damages (such as, but not limited to, procurement of substitute goods or service; loss of data or use; business interruptions) however caused and on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way out of the use of the Landing Page, even if advised of the possibility of such damage. IN2CARE' aggregate liability with respect to its obligations under these terms of use or otherwise in connection with this Landing Page shall not exceed the amount of 100 (one hundred) Euros. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages, so the above limitation or exclusion may not Landing Page apply to you. If any limitation on remedies, damages or liabilities is

prohibited or restricted by law, IN2CARE shall remain entitled to the maximum disclaimers and limitations available under these terms of use and at law.

YOU SHALL INDEMNIFY IN2CARE AND ITS AFFILIATED COMPANIES FULLY AND HOLD IN2CARE AND ITS AFFILIATED COMPANIES HARMLESS AGAINST ANY LOSSES OR LIABILITY IN CONNECTION WITH ANY DAMAGES ARISING FROM YOUR USE OF THE LANDING PAGE FOR PURPOSES OF MEDICAL DIAGNOSIS OR TREATMENT. YOU AGREE TO ENGAGE ON A VOLUNTARY BASIS AND AT YOUR OWN RISK IN ANY EVENTS AND ACTIVITIES YOU HAVE LEARNED ABOUT THROUGH THE LANDING PAGE.

Jurisdiction

These terms and conditions shall be construed, interpreted and governed by the laws of the Kingdom of the Netherlands country.

Severability

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining terms of use shall survive, remain in full force and effect and continue to be binding and enforceable.

US anti-boycott

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Also you irrevocably grant the mobile Landing Page location store where you downloaded the Landing Page from the right (who will be deemed to have accepted that right) to enforce this representation and warranty against you as a third party beneficiary.

Sole point of contact

No third party is responsible for the Landing Page or its content. Therefore you should contact IN2CARE via <info@in2care.org> for any questions, support, product claims and third party intellectual property claims related to this Landing Page, these terms of use.

Enjoy this Landing Page!