

Prepared by: Quality Manager		Code: I-PO-5.3-004
Reviewed and Approved by: Managing Director		Edition: 1
Date of issue: 28.03.2022		Effective date: 01.04.2022
Terms of Use		

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manner designed to protect our rights and property and to facilitate the proper functioning of Intelligo Websites.

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Term and Termination

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If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

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To the extent permitted by applicable law, and subject to the country-specific provisions below, except for disputes that qualify for small claims court, all disputes arising out of or related to these Terms of Use or any aspect of the relationship between you and IntelliGO, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (each, a "dispute"), will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury, and you agree that IntelliGO and you are each waiving the right to trial by a jury. You agree that any arbitration under these Terms of Use will take place on an individual basis. You further agree that class arbitrations and class actions are not permitted, and that you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the Judicial System Netherlands under its consumer arbitration rules, as amended by these Terms of Use.

Except to the extent prohibited by applicable law, the terms of these Terms of Use are governed by the laws of Netherlands, without regard to its principles of conflicts of law and regardless of your location.

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- (5) Subject to paragraph (7), except to the extent that such exclusion or limitation is prohibited under applicable law, none of the IntelliGO Parties shall be liable for the actions or omissions of a user or any third party.
- (6) Subject to paragraph (7), some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you, and you may have certain additional rights. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law, and these Terms of Use will be deemed modified to the minimum extent necessary to comply with such applicable law.
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- (8) Your responsibility. Except to the extent prohibited under applicable law, you agree to indemnify, defend and hold harmless IntelliGO, our affiliates, licensors, suppliers and other contract relationships (including the officers, directors, employees, consultants, and agents of each) from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (1) any information you submit, post or transmit through IntelliGO services or software apps, (2) your use of IntelliGO Products, Services or Websites, (3) your violation of these Terms of Use, or (4) your violation of any rights of any other person or entity.

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In the event that any court holds any provision of these Terms of Use to be void, invalid or unenforceable, such provision will be modified to the minimum extent necessary to be effective, valid and enforceable while preserving the original intentions of the parties to the greatest extent possible, and the other provisions of these Terms of Use will remain in full force and effect and enforceable according to their terms.

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the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, our right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Use is not subject to the consent of any third party.

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On behalf of Intelligo B.V.

Managing Director

01.04.2022

Date

Contact Us

Privacy
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1016EA Amsterdam,
Netherlands

Office

privacyoffice@intelligofree.com

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