

GENERAL TERMS OF USE | EMBROSA APP

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Embrosa B.V.

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Preface

Hi there, how awesome that you want to use our App! To make sure that everything is clear, we have put a couple of rules and agreements down on paper. But first, let us take a moment to explain a bit about ourselves and our App.

What we believe in

We believe in the importance of diversity. We love local entrepreneurs. Their craftsmanship, passion, personal service, and expertise. They make each day a bit better with a good conversation, a sincere smile and personal attention. We also believe in the diversity of inspiring brands. We love brands that have a good story, deliver special products and bring variation to their field.

Purpose

We make local entrepreneurs and brands future-proof by supporting them in telling their story to the local consumer. We collect stories from brands, suppliers, and distributors. You, the entrepreneur, can share these stories 1-on-1 within your own network, via your own social media channels. For this, we use our smart technical solutions.

Share safely

You can easily share and use the stories that you find in Embrosa. But there are a number of rules that you must adhere to. You are responsible that, when sharing the stories, you never harm us or the brands providing the stories to you. To safeguard this, we have put together some rules for you to follow. You can find those rules in these terms of use. Read them carefully, so that we know what we can both expect from each other.

The Terms of Use

Definitions

We love clarity and have done our best to make this document as readable as possible. So, to make sure that you don't get lost in these terms and conditions, we have made a list of our most-used words.

The following definitions apply to these Terms of Use:

- **Us (Embrosa):** Embrosa B.V., registered with the Dutch Chamber of Commerce under number 66026334, the user of these ToU.
- **You (the App User):** the entrepreneur who has an Account and, as such, makes use of our App and other services, and who also accepts these ToU.
- **ToU:** these general terms of use.
- **Brand:** the companies that offer content via our services, which you can access through the App.
- **Content:** all of information or content that you find in our App, including texts, photos, and videos, that is created to be placed on websites, social media channels and other (online or offline) media.
- **App:** the mobile application and/or desktop environment of Embrosa, including your Account and its data and profile, through which the Content (of the Brands) will be shared with you.
- **Account:** the username and password with which you can access your Account and the closed part of the App.
- **In writing / written:** when we speak about written or in writing in these ToU, we also mean electronic communication, such as e-mail or chat, provided that the identity of the sender and the authenticity of the communication are sufficiently established.

Article 1. Applicability

- 1.1. These ToU describe the conditions under which the App can be used. These ToU apply to all (future) versions of our App and possibly to connecting apps that offer specific services, such as planning the content you find in our App.
- 1.2. These ToU also apply to all offers, quotations, agreements and other legal relationships between us and you.
- 1.3. These ToU also apply when we involve third parties for the execution of the services.
- 1.4. Your general conditions are explicitly rejected. Deviating from these ToU is only possible after we have agreed to this with you in writing.

Article 2. Registration

- 2.1. To register an Account, you need to register via our App.
- 2.2. You must fill in the registration form truthfully and provide all relevant information to us.
- 2.3. To use the App, an Account must be linked to a valid e-mail address. This e-mail address is used to activate your Account. We also use this e-mail address to contact you. It is therefore important that an active e-mail address is registered

and the information in the Account is kept up-to-date. If we accidentally come across an inactive e-mail address, this e-mail address can (temporarily) be blocked.

- 2.4. We have the right to refuse registration, for whatever reason.
- 2.5. After registration, the registration and these ToU constitute the agreement between us and you. The agreement can then only be changed if we both agree to the changes in writing.

Article 3. Your use of the App

- 3.1. You will receive your own personal Account in order to get access to the App. You are responsible for the activities that you perform within the App and are responsible for the correct and careful use of the App.
- 3.2. You must have at least an e-mail address and an internet connection, web browser and suitable equipment to use the App.
- 3.3. You must refrain from any use of the App that is unlawful or harmful to us or to any of the Brands. We also need to refrain from unauthorized or careless use of the App. You shall in particular:
 - o fill in information truthfully;
 - o deal confidentially with personal log-in codes and keep these secret to other people;
 - o not use the App for acts and/or behaviors that are in conflict with applicable laws or regulations, good morals, public order or third-party rights. In no case is it permitted to add data, documents or files to the App that have an illegal or offensive (including sexist, pornographic, racist or discriminating) content or (in any other way) infringe on the privacy of third parties;
 - o not use the App in such a way that its (correct) functioning is prevented, security is breached, or damage is inflicted on us, the App or third parties;
 - o not spread viruses via the App, or in another way disrupt our devices or those of other users of the App;
 - o observe our good name and reputation at all times and ensure that the use of the App does not in any way damage our rights and/or our reputation;
 - o comply with all our instructions and rules for the use of the App.
- 3.4. You will not use the content you have obtained via the App in a manner that does not fit within legal frameworks, or in any other way that, in our opinion:
 - o is discriminating with regard to appearance, race, religion, gender, culture, origin, or otherwise hurtful;
 - o calls for violence against and/or harassment of another or others;
 - o leads to or is the result of exploitation or abuse of others;
 - o violates good morals or good taste, is violent or contains (a link to) pornographic material or pornographic websites;

- o promotes or commits illegal activities;
 - o is used in chain letters, junk mail or spam and/or other publications where passwords or other personally identifiable information is requested for commercial or illegal purposes; or
 - o is found by us or the Brand to be indiscreet or incorrect in any other way.
- 3.5. If you contravene these ToU or otherwise act unlawfully or cause damage to us or to one of the Brands, we are entitled to deny you access to your Account and the App without owing any compensation. In that case, we are also entitled to claim any damage or costs from you.
- 3.6. We have the right at all times to modify the App, to change or delete data, to restrict the use of the App or to deny access to the App in whole or in part, temporarily or permanently. We will inform you about this timely and in an appropriate manner.
- 3.7. We think privacy is very important. Therefore, we may have to refuse access to an Account if we find that the privacy of an individual (a data subject in the sense of the GDPR) is being violated.
- 3.8. We grant you a non-exclusive, non-sublicensable and non-transferable license for the use of the software of the App within the framework during the time that you have an Account provided by us. With this license, you are only allowed to use the App on a device owned or controlled by you.
- 3.9. Unless we have given consent or mandatory Dutch law permits it, you are explicitly not allowed to grant third parties access to the App, make the App available to third parties, sell, rent, de-compile, reverse engineer, download, copy, modify, publish or use the App or any information made accessible via the App for any other purpose than the purposes specified in this ToU. You may also not remove or circumvent technical provisions that are intended to protect the App.
- 3.10. In addition, the license granted to you when you download our App via Apple, is further limited to a non-transferable license to use the App on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may also be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

Article 4. Content and copyright

- 4.1. All intellectual property rights and/or similar rights on the App, including the underlying software, texts, images, video and sound fragments, lie solely and exclusively with us, or with our licensors, or Brands that have added messages, and/or the distributor of those Brands.
- 4.2. We grant you a non-exclusive, non-sublicensable and non-transferable worldwide license for the use of the Content provided to you via the App, during the time that

we make the Content available via the App. You may use this Content through all kinds of platforms, such as, but not limited to, newsletters, social media, print, YouTube channels, websites and any other on- or offline platform. You are allowed to use the Content without explicitly mentioning the maker thereof, unless specified otherwise in the App. Of course, it will be appreciated when you mention the relevant Brand when using the Content.

- 4.3. You will not use the content of a Brand for another company's or brand's advertisements and will not mention another name of a company or brand than the name of the Brand that has provided the content.
- 4.4. Content often has an end date to its availability, for example, due to for example (model) license contracts or temporarily collections. This means that you are allowed to download and/or save the Content from our App onto your device or other external storage methods. But, you are not allowed to post or print the Content once the availability of this Content in the App has ended. You remain responsible for the Content you use and your timing when using it. You indemnify us against any claims with regard to the Content you have posted after the end of the availability period we offer in our App regarding that specific Content. We advise you to use the content on the same day as when you found and downloaded it in the App.
- 4.5. If you want to modify and/or supplement Content (such as photos and texts), please make sure that it reinforces the intended message and does not damage it. If you change or alter Content, such as adding or changing photos or translating texts, you remain fully responsible for those changes and any copyright infringements or other damage that they may cause. Please take in mind whether or not those changes would be desirable to the Brand. If you have any doubts to whether or not a Brand would be okay with your changes, ask us for advice.
- 4.6. By modifying messages, you declare that the modified or added information will be licensed back to us so that we, our Brands, or other users of the App may also use those modifications.
- 4.7. You also grant us and our affiliates a royalty-free, perpetual, worldwide license for the use of any Content you publish through our App on your social media channels, for use of the purpose of the App. Moreover, when asked to do so, you should make sure that you accompany every content made available to us with the correct attribution of the name of the original maker and if possible with a source reference.
- 4.8. When you license Content for us to use, in the sense of article 4.6 and 4.7 of these ToU, you also guarantee that you are allowed to do so, for instance, because you are the copyright holder or have permission from the copyright holder to sublicense that Content for worldwide use. You indemnify us against all damage and liability arising from the Content provided to us by you.

Article 5. Service level

- 5.1. We do our very best to have content and information available 24/7. We try to implement technical updates and changes to our platform with as little hindrance as possible. Unfortunately, we cannot guarantee that there will be no problems with malfunctions, updates and/or changes to our platform. We can therefore not offer any guarantees with regard to possible time that the App is unreachable during the execution of maintenance and updates (the 'downtime'), or consequences thereof. We will limit the downtime of the App where reasonably possible. We are not liable for any damages resulting from a temporary non-availability of our platform.
- 5.2. The App has been compiled with the utmost care. However, we cannot guarantee that the App will always be or will be available without interruption, errors, viruses, malware or defects and that the information provided is complete, correct or up-to-date. We reserve the right to suspend or modify the App temporarily or permanently, without having to announce the suspension or changes beforehand and without you being able to derive any rights from it.
- 5.3. You must ensure a regular back-up of the data that you enter in the App so that it cannot be lost. We are not responsible for these data and files and are not responsible for any loss of them.

Article 6. Apple Users

In case you download our App on an Apple device, via the Apple App Store, there are some extra agreements Apple has asked us to make with you:

- 6.1. You acknowledge that these ToU are concluded between us both only, and not with Apple. We, and not Apple, are responsible for the App and the content thereof.
- 6.2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- 6.3. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will not be the responsibility of Apple.
- 6.4. If you have any claims, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, we (and not Apple) will address these claims.
- 6.5. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, both you and us, not

Apple, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- 6.6. You represent and warrant to Apple 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.
- 6.7. You must comply with applicable third-party terms of agreement when using the App.
- 6.8. You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries these ToU, and that, upon your acceptance of the ToU, Apple will have the right (and will be deemed to have accepted the right) to enforce the ToU against you as a third-party beneficiary thereof.

Article 7. Paid modules

- 7.1. You can use the App free of charge. As per 01-01-2023 Embrosa offers no paid modules in the Embrosa App.

Article 8. Dissolution and suspension

- 8.1. If you are not satisfied with our services, you can always stop using the App and delete your Account. You can do this via the App or by sending us an e-mail.
- 8.2. All services, can be terminated without a notice period.
- 8.3. We are entitled to terminate your access to our App immediately if your conduct or statements harm the good name of, or otherwise cause damage to, us and/or our Brands. This includes, but is not limited to, criminal impropriety, expressions that attack the honor and good name or reputation of us and/or our Brands or an action that is reprehensible in any other way. In these cases, there is no notice period.
- 8.4. If your company ceases to exist or you no longer wish to use your Accounts, the Account can be deleted.

Article 9. Liability

- 9.1. We can only be liable insofar as it is based on a legally or contractually attributable shortcoming.
- 9.2. We are not liable for damage of any kind caused by assumptions made on the basis of incorrect or incomplete information provided by or on behalf of you.
- 9.3. We are not liable for shortcomings in the services caused by defective information from you.
- 9.4. We are not liable for damage resulting from the (temporary) unavailability of and/or prevented access to the App and/or any of our other services.

- 9.5. We do not give any additional guarantee on the achievement of the results or goals that you envisage with the use of the App. We can also not offer you guarantees regarding the progress or improvement of the reach and sharing of your social media messages via our App. The result depends, among other things, on the execution and movements in the market.
- 9.6. It is possible that errors creep into our posts. As a user, you remain ultimately responsible for what is placed on your accounts and indemnify us against all third-party claims due to the placement of content from our App on your social media channels.
- 9.7. We are not liable for purchases that you do with a third party, even if you have been notified to this third party via a link on our website or within the App.
- 9.8. We are never liable for indirect damage, including stagnation in the regular course of affairs in your companies, loss of profit, missed savings and consequential damage, in any way related to, or caused by use of the App and/or our other services.
- 9.9. We always have the right, if and insofar as possible, to undo or limit your damage.
- 9.10. You indemnify us against and compensate us for all claims from third parties that are directly or indirectly, mediately or immediately related to the use of the App and all related financial consequences.
- 9.11. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence on our part.

Article 10. Privacy

- 10.1. When you use our services, we will process your personal data. We handle these personal data with care and transparency. For more information on the personal data we process, please read our privacy statement: [<https://www.embrosa.com/privacy-statement/>] and our cookie statement [<https://www.embrosa.com/nl/cookie-statement/>].
- 10.2. To comply with our obligation under the GDPR, we have signed data processing annex (DPA) with the Brands. In these DPAs we have put down all the agreements we make, concerning your personal data we process. We sign a DPA with all controllers on whose behalf we process personal data and with all (sub-)processors that process personal data on our behalf.

Article 11. Complaints

- 11.1. We do our very best to make sure that our cooperation with you goes as smoothly as possible. If you are not satisfied with our services, report it as soon as possible. This way we can try to solve your complaints as quickly as possible. We will strive to achieve the best possible solution for you.

Article 12. Other provisions

- 12.1. We may change or supplement these ToU. You will be informed in time about the changed conditions via an update, a message from the App or an e-mail message. The most recent version can also be viewed at any time on our website.
- 12.2. If any part of these ToU proves to be void or voidable, the remaining provisions remain in force.
- 12.3. The United Nations Convention for the International Sale of Goods (CISG) is expressly excluded and does not apply to any legal relationship between us and you.
- 12.4. Dutch law applies to all legal relationships between us and you. Disputes will be submitted to the competent court in the district of Midden-Nederland, location Utrecht.