

Website Terms of Use and Service Agreement

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Inclsve's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

This Terms of Use and Service Agreement (the "Agreement") governs your use of this website, <http://www.inclsve.com> (the "Website"). The term 'Website' includes all websites connected to the web domain, inclsve.com. The term 'Inclsve' or 'us' or 'we' refers to the owner of the website whose registered office is: Inclsve B.V., Zuidlaan 20, 2111GC, Aerdenhout, The Netherlands, Chamber of Commerce: 70795959, including its divisions, subsidiaries, successors, and Inclsve B.V.'s partners, principals, agents and representatives, and any third-party providers or sources of materials. The term 'you' refers to the user, access person, or viewer of our website.

This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. Inclsve reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. Inclsve will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Inclsve encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Inclsve for other products or services.

I. WEBSITE

Content; Intellectual Property; Third Party Links: This Website offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites, about sustainability in different fields. Inclsve does not always create the information offered on this Website; and the information offered on this Website can be gathered from other sources. To the extent that Inclsve does create the content on this Website, such content is protected by intellectual property laws of The Netherlands, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites are provided solely as a convenience to you. Inclsve does not endorse the contents on any such third-party websites. Inclsve is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites.

Use of Website: Inclsve is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not sell or resell any content or material on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website and Inclsve. Certain areas and services of our Website are only open to you when we have provided you with a username and password. You are solely responsible for the confidentiality and use of and access to the Website using the given username and password. You agree to notify us if you become away of any loss or theft of any password or any unauthorized use of a username, password, of the Website's content or the Website.

License: By using this Website, you are granted a limited, non-exclusive, non-transferable right to view the content and materials on the Website in connection with your normal, noncommercial use. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from Inclsve or the applicable third party (if third party content is at issue). Under the circumstances where your nationality, residence, or otherwise prohibits you from accessing and/or viewing the Website, you are not granted any right to view the content and materials on the Website.

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant Inclsve a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world.

Inclsve does not have the ability to control the nature of the user-generated content offered through the Website.

You are solely responsible for your interactions with other users of the Website and any content you post. Inclsve is not liable for any damage or harm resulting from any posts by or interactions between users. Inclsve reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content Inclsve deems objectionable, in Inclsve 's sole discretion.

II. DISCLAIMER OF WARRANTIES

Your use of this Website is at your sole risk. This Website is offered on an "as is" and "as available" basis. Inclsve expressly disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to the Website content or any reliance upon or use of the Website content.

Without limiting the generality of the foregoing, Inclsve gives no warranty to:

- a) any information or links provided on this Website or third-party websites is accurate, secure, reliable, complete, or timely.
- b) any advice or information, whether oral or written, obtained by you from this Website will create any warranty not expressly stated herein.
- c) The functions contained in the Website will be uninterrupted or error-free or that this Website or its server will be free of any viruses or other harmful components.

III. LIMITATION OF LIABILITY

Inclsve and any of its licensors are not be liable for any direct, indirect, incidental, special or consequential losses and/or damages whatsoever in connection with this Agreement under all circumstances in any manner, including, but not limited to, liabilities resulting from the use or the inability to use the Website and/or the content of the Website, loss of profits, loss or inaccuracy of data even if advised of the possibility of such damages.

IV. INDEMNIFICATION

You will hold harmless, release, indemnify, and defend Inclsve, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) any intellectual property or other proprietary right of any person or entity; (4) your violation of any provision of this Agreement; or (5) any information or data you supplied to Inclsve. When Inclsve is threatened with suit or sued by a third party, Inclsve may seek written assurances from you concerning your promise to indemnify Inclsve; your failure to provide such assurances may be considered by Inclsve to be a material breach of this Agreement. Inclsve will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of Inclsve's choice at its expense. will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend Inclsve against any claim, but you must receive Inclsve prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

V. PRIVACY

We do not collect any personal information when you visit our Website; however, if we do collect your personal information during your visit to our Website, we are committed to protecting and respecting your privacy. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting our website and/or any of our associated platforms you are accepting and consenting to the practices described in this section.

Information we may collect from you: You may give us information about you by filling in forms on our website (which includes enrolling in or registering on all our associated platforms) or filling in forms on paper, by corresponding with us by phone or e-mail, by engaging with us on social media, or otherwise. This includes, but not limited to, information you provide when you register to use our website or register on any of our associated platforms, subscribe to or apply for our services either on the website or on paper or attend any of our events in person, or when you contact us for any reason. The information you give us may include your name, address, e-mail address and phone number, passport, financial and credit card information, personal description and photograph and other requested information. We may receive information about you if you use our website and/or any other platforms or websites we operate from third parties.

With regard to each of your visits to our website or any of our associated platforms we may automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and
- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our website or associated platforms (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

Use of information: The information we collect or receive from you may be used for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes. Your information may also be used to improve our website and associated platforms to ensure that content is presented in the most effective manner for you and for your computer. Our staff may use your personal information to contact you for any orders incslve is currently working on or in the future to improve the quality of our work.

Disclose of your information: We may disclose or share your information If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of our organization, our customers, or others. We will not sell your information to a third party.

Storage of your data: The data that we collect or receive from you may be transferred to, and/or stored at, a destination outside the European Economic Area (EEA). It may also be processed by our staff operating outside the EEA who work for us. Such staff may be engaged in, among other things, such as the fulfilment of your order.

Your rights: You have the right to ask us to amend, not to process, or delete your personal data. Furthermore, you have the right to ask us to transfer your data to a third party. You can exercise your rights by contacting us at info@inclsve.com. You also have the right to

access information held about you. Your right of access can be exercised by sending an email to info@inclsve.com.

VI. AGREEMENT TO BE BOUND AND NON - CIRCUMVENTION

By using this Website, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website. By continuing to browse and use this website, you also agree not to circumvent this Agreement under all circumstances.

VII. GENERAL

Force Majeure. Inclsve will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God(s), aliens, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. Inclsve may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and Inclsve and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of Inclsve to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from The Netherlands. This Agreement will be governed by the laws of The Netherlands without regard to its conflict of law principles to the contrary. Neither you nor Inclsve will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in The Netherlands. By using this Website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Termination. Inclsve reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website. If your access to the Website is terminated, Inclsve reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until Inclsve chooses, in its sole discretion and without advance to you, to terminate it.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. Inclsve may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.