

RHC EU TERMS OF SERVICE

Last Updated: August 8th, 2024

1 Parties; Definitions; Applicability and Amendments of the Terms

These Terms of Service ("**Terms**") apply to the customer's ("**you**" or "**your**") access to and use of: (i) the websites located at www.tactacam.com and www.revealcellcam.com (or any successor links) and all associated web pages, websites, and social media pages (the "**Site(s)**") provided by REVEAL HOLDCO EU BV (d/b/a RHC EU or Tactacam), 110 N Sunset Blvd Caledonia, MN, United States of America 55921 ("**Company**", "**we**", "**our**" or "**us**"); (ii) software applications that may be downloaded to your smartphone, tablet or other device, (each, an "**App(s)**"); (iii) any software, including firmware, that may be pre-installed or downloaded (the "**Software**") to any of the Company's products (the "**Products**") or contained in any App, regardless of whether those Products are purchased from any of the Site(s) or elsewhere; (iv) services that we provide for the Products (the foregoing, including the Site(s), the App(s), the Software, and the services, together, the "**Services**"). These Terms are applicable within the European Union and are designed to be compliant with European Union law, including the General Data Protection Regulation (**GDPR**) for users within the EU. Company and you are also referred to individually as the "**Party**" and collectively as the "**Parties**".

By registering for, signing in, or otherwise using our Services and accepting these Terms, you agree to be bound by these Terms and any other terms as referenced herein, including the payment and subscription renewal provisions in Section 8. If you do not agree to these Terms, do not use our Services.

We may supply different or additional terms in relation to some of our Services, including charging fees for the Services, and those different or additional terms become part of your agreement with us if you use those Services and accept the additional terms. In the event of a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

Changes to these Terms will be made in compliance European law, and we will notify you. The amended Terms will be effective only after we obtain your consent to the changes. If you do not agree to the amended Terms, we reserve the right to terminate the Services pursuant to Section 8(f).

If you are an individual accessing or using the Services on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an "**Organization**"), then you are agreeing to these Terms on behalf of yourself and such Organization, and you confirm that you have the legal authority to bind such Organization to these Terms under EU law. References to "**you**" and "**your**" in these Terms will refer to any such Organization.

Consumers, as defined by EU law, who conclude a contract with us using exclusively means of distance communication (e.g., by letter, catalog, telephone call, e-mail, SMS or Internet such as through the Sites), have a right of withdrawal in accordance with EU consumer protection regulations, detailed in Section 19 below.

If you have any questions about these Terms or our Services, please contact us at support@revealcellcam.com.

2 Privacy

You may provide certain information to Company in connection with your access or use of our Products or Services. We may also collect certain information about you when you access or use our Products or Services, in compliance with GDPR. Communications from the Company, such as e-mails, SMS or text messages (if other types of communication from Company then you need to identify them) will be sent using the contact information you provide necessary for the performance of the contract or based on your consent, as outlined in our Privacy Policies at eu.feathersnapcam.com/privacy-cookie-policy. You confirm that the information you provide is accurate. For details on how we collect, use, share and process your information, and your rights under GDPR, please refer to our Privacy Policy at eu.feathersnapcam.com/privacy-cookie-policy.

3 Eligibility and Use Restrictions

- (a) You must be at least 18 years of age (or the age of legal majority in your jurisdiction) to use our Services. Users under 18 years of age (or the age of legal majority) may only use our Services with the prior consent of and under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The parent or legal guardian of a user under the age of 18 (or the age of legal majority) is fully responsible for the acts or omissions of such user in relation to our Services. If you are a parent or legal guardian and you believe that your child under the age of 18 (or the age of legal majority) is using our Services without your consent, please contact us at support@revealcellcam.com. If you use our Services and accept these Terms on behalf of another person or entity, (i) all references to “you” throughout these Terms will include that person or entity, (ii) you confirm that you are authorized to accept these Terms on that person’s or entity’s behalf, and (iii) the person or entity bound by these Terms shall be responsible for any violation of these Terms. to us in accordance with these Terms. If you are an individual, you may use the Services only for your personal, non-commercial use.
- (b) **Jurisdiction.** You may only use our Services where it is legally permitted, and where the Company authorizes the use. Compliance with local laws is required.
- (c) **Use and Sharing.** You may use our Services for personal, family or household purposes only, strictly excluding commercial use. Sharing of our Services without express authorization is prohibited.

4 Your Account, Account Security

You must create an account to access some or all of our Services (“**RHC EU Account**”). Sharing or allowing others to use your RHC EU Account credentials is prohibited. You are required to use a unique username such as your e-mail address and a strong password for your account that is unique to our Services and not reused on any other website or online service. It is your responsibility to provide accurate account information and promptly update this information if it changes. Maintaining the security of your RHC EU Account, including preventing unauthorized use your RHC EU Account credentials is mandatory. You must promptly notify us if you discover or suspect any unauthorized access to your RHC EU Account. You will not be held responsible for the activities on your RHC EU Account that occur due to unauthorized access not caused by with negligence (e.g. if your RHC EU Account is hacked). We reserve the right to reclaim usernames particularity for businesses or individuals with a legal claim to those names, including trademark rights.

5 User Content

- (a) Our Services may allow you and other users to create, post, store, and share content, including reviews, messages, text, photos, videos, software, and other materials (collectively, “**User Content**”). When you post or otherwise share User Content on or through our Services, be aware that it may be visible to others. **Any personal information you share through User Content can be seen by others, and you should consider this carefully, especially under GDPR regulations.**
- (b) You retain all rights to your User Content, but sharing it, you grant the Company and its subsidiaries and affiliates a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content publicly. This usage is in compliance with GDPR, ensuring respect for your privacy and personal data. Any public sharing of User Content is done with your consent and understanding of these terms.
- (c) You may not create, post, store, or share any User Content for which you do not have all the rights necessary rights to such content, and you represent and warrant that your User Content as permitted under these Terms, will not infringe any rights of any person or entity, including any third-party rights, or cause harm to any person or entity. Specifically, you must not create, post, store, or share any User Content that:
- i. is inappropriate for general audience if it’s media content; “;
 - ii. is unlawful, libelous, defamatory, obscene, pornographic, sexually explicit, indecent, lewd, suggestive, offensive, harassing, threatening, invasive of privacy, abusive, , fraudulent or promotes violence or discrimination, or otherwise violates applicable youth protection law or privacy laws across European jurisdictions;
 - iii. constitutes, encourages, or provides instructions for a criminal offense or violates any national, EU or international law;
 - iv. encourages or provides instructions for dangerous activities or self-harm;
 - v. is deliberately designed to provoke or antagonize people, especially trolling and bullying or is intended to harass, harm, hurt, scare, distress, embarrass or upset people;
 - vi. discriminates against individuals based on race, religion, age, gender, disability or sexual orientation;
 - vii. infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - viii. is factually untrue or misleading;
 - ix. impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with, any person or entity;
 - x. contains unsolicited promotions, political campaigning, advertising or solicitations;
 - xi. contains any third-party personal data without their explicit consent, in violation of the GDPR;
 - xii. contains harmful, disruptive, or destructive files or content; or
 - xiii. is objectionable, restricts or inhibits anyone’s use of our Services, or could expose the Company or others to harm or liability.
- (d) Enforcement of this Section 5 is at Company’s sole discretion, and failure to enforce this Section 5 in some instances does not constitute a waiver of our right to enforce it subsequently. This Section 5 does not create any right for third parties, but does not exempt the Company from its obligations under EU law, including timely addressing and removing objectionable material as required.

- (e) While we do not commit to reviewing all User Content, we recognize our responsibilities under European Union law and the laws of the European countries where our Services are available. We reserve the right to :
- i. delete or remove User Content or refuse to post any User Content at any time and for any reason, with or without notice, particularly for violations of applicable EU law or national laws or these Terms, with or without notice;
 - ii. terminate or suspend your access to all or part of the Services, temporarily or permanently, if User Content violates applicable EU or national laws or these Terms;
 - iii. take necessary action with respect to your User Content to ensure compliance with EU national laws and these Terms, or to protect Company's rights, or to protect any third-party rights, including addressing third-party intellectual property and privacy rights infringements (e.g., providing information to copyright owners in responding to takedown requests under applicable copyright and privacy laws); and
 - iv. as permitted by law, cooperate fully with any law enforcement authorities, or order of relevant national administrative authorities to act against illegal User Content, or court order requesting or directing us to disclose the identity or other information of anyone posting any User Content on or through the Services.

6 Right to Use Services

- (a) You are granted the right to use the Services on a non-exclusive, non-transferable, non-sublicensable basis, solely for your personal, non-commercial purposes in accordance with these Terms. Unauthorized use of the Services, without our prior written permission, is strictly prohibited, and we reserve the right to terminate the granted rights and your access to the Services immediately if there is a breach of these Terms, in accordance with EU consumer rights regulations.
- (b) The license for any Software purchased under these Terms is non-transferable, except for transferring the program copy of such Software bought and downloaded by you, provided that you render the program copy installed on your computer or device unusable at the time of the transfer and notify us of the name and address of the recipient, in accordance with EU data protection laws.
- (c) You are responsible for obtaining and maintaining any software, computer hardware, equipment, network services and connectivity, telecommunications services and other products and services necessary for accessing and using the Services, ensuring compliance with EU regulations related to data security and privacy.

7 Your Obligations, Prohibited Conduct

- (a) You are permitted to use our Services only if you are eligible under Section 3 and solely for their intended non-commercial purpose. You are responsible for your actions while using any of our Services and must not:
 - i. violate any EU or national applicable laws, contract, intellectual property right, or other third-party rights, or commit a tort or promote or encourage any other person to do so;
 - ii. promote or encourage any activity that violates these Terms;
 - iii. exceed or circumvent any credit, access or usage limitations associated with the Services;
 - iv. sell, or resell the Services or provide the Services as a service bureau, absent having a separate written agreement with us that allows for such additional uses of the Services;

- v. use any of the Services to engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- vi. Access or use another user's RHC EU Account without authorization;
- vii. impersonate or misrepresent your affiliation with any person or entity;
- viii. copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, or communicate our Services to the public, by wire or wireless means, including the making available to the public of our Services in such a way that members of the public may access them from a place and at a time individually chosen by them, except as expressly permitted in writing by us or our licensors or by EU or national applicable laws;
- ix. modify any of the Services, remove any proprietary rights notices or markings, or otherwise make any derivative works of the Services;
- x. use any of the Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Products or Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- xi. reverse engineer any aspect of, or decompile, our Products or Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Products or Services, unless you are allowed to do so under applicable mandatory national or EU laws;
- xii. use any text or data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from or through our Services; we herewith reserve all rights for the use of the Services, in particular of reproductions and extractions of the Services, for the purposes of text and data mining;
- xiii. except as expressly permitted with a separate agreement with us, develop or use any applications that interact or integrate with our Services without our prior written consent;
- xiv. use the Services to send, distribute or post including, without limitation, commercial advertising and informational announcements, spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- xv. use the Services to engage in unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- xvi. use the Services to engage in unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
- xvii. use the Services to interfere with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks; or
- xviii. use the Service to forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

(b) You shall read and follow instructions contained in our robots.txt file.

(c) You must comply with all applicable international and national laws, including but not limited to the GDPR, U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions by U.S. and other governments, and all applicable laws pertaining. Additionally, you must adhere to laws related to the protection of minors. You acknowledge having accepted the acceptable use policies of our data providers as applicable to the Subscription Services that you are receiving.

- (d) Enforcement of this Section 7 is solely at our discretion, and failure to enforce this Section 7 in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 7 does not create any claim or right of action on the part of any third-party (i.e. no contract for the benefit of a third-party) or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. Without limiting any of our rights or remedies, we reserve the right to retain fees collected from you as damages if we terminate for cause, deactivate or block your account or terminate for cause your Services due to your breach of these Terms, in line with European legal standards for consumer protection.

8 Types of Services; Fees; Subscription Period; Termination; Payment Transactions

- (a) Our Services may include both paid-for Services (“**Paid Service(s)**”) and free Services, for which no fees are charged (“**Free Service(s)**”). We may also offer certain Paid Services to be paid for on a recurring basis (“**Subscription Service(s)**”) and others on an as-used basis (“**A La Carte Service(s)**”). Subscription Services may subject you to recurring fees and/or terms. Upon signing up for a Subscription Service, including after any free trial period, you have to pay us the subscription fee including any applicable Value Added Tax (VAT) as per EU regulations and national laws (“**Subscription Fee(s)**”). A La Carte Services are subject to fees charged per usage and/or terms, including transaction volume (“**A La Carte Fee(s)**”) and, together with Subscription Fees, the “**Paid Services Fee(s)**”). We will invoice you on the first of each month for any A La Carte Fee(s) incurred during the immediately preceding month. By using an A La Carte Service, the A La Carte Fee(s) will become due and payable thirty (30) days from the invoice date, unless otherwise stated in an order form.
- (b) If you enter into a Subscription Service, unless you terminate the Subscription Service before the end of its initial subscription period with a notice period of one month, your Subscription Service will automatically renew for an indefinite period of time, and the applicable Subscription Fee will be automatically charged to you after renewal at the agreed upon monthly or annual payment term with an active payment method on file in your account.
- (c) If you do not want your Subscription Service to automatically renew, you can terminate your Subscription Service prior to the end of the initial subscription period with a notice period of one month. After renewal you may terminate your Subscription Service at any time with a notice period of one month. You can provide notice of termination of the Subscription Service by managing your Subscription Service on the “manage subscriptions” page on the App or by contacting our support team at support@revealcellcam.com. You may also terminate your Subscription Service by sending a notice of termination by e-mail to us. You may cancel a Subscription Service at any time, but if you cancel your Subscription Service before the end of the initial subscription period, or in case of renewal before your termination becomes effective, respectively, we will not refund any Paid Services Fees already paid to us until the end of the initial subscription period or in case of renewal until your termination becomes effective, respectively.
- (d) We may change the Paid Services Fees at any time, but any such change will not apply to you until such time as your current Subscription Service expires or is renewed (whichever is earlier). Where a Paid Services Fee has increased, we will notify you of the relevant price increase in advance and must agree to the new fees to continue the Services. If you do not agree to the fee increase, your Subscription Service may be terminated, consistent with EU consumer rights to fair notification and consent to changes and by notice to you in accordance with Section 8(f).

- (e) If you switch to a Subscription Service with higher Subscription Fees, we will restart your billing period on the date you switch to the new Subscription Service and apply a pro-rated credit of the amount not used for the old Subscription Service to the first month's payment for the new Subscription Service.
- (f) We may terminate your Subscription Service(s) with a notice period of one month at the end of its initial subscription period. After renewal we may terminate your Subscription Service at any time with a notice period of one month. We will provide notice of termination to you in text form such as by sending an e-mail, or by providing a notice through our Services.
- (g) The right of termination for cause, as provided under EU and national laws, remains unaffected.

Financial transactions for the Paid Services are processed through third-party payment processors. These transactions are subject to the processors' terms and privacy policies. Our Privacy Policy, which can be reviewed at eu.feathersnapcam.com/privacy-cookie-policy, details how we handle financial information in compliance with GDPR. and our third-party payment processors [HERE](#). We encourage you to review our third-party payment processors' terms of service and privacy policies before submitting your payment information. We do not process or retain your credit card, debit card, or other payment information which is solely used for transaction purposes. All billing information you provide to our third-party payment processor must be truthful and accurate and you represent that you are authorized to use the payment method in the manner contemplated here. You expressly authorize us (via our third-party payment processors) to charge the payment method you provide for any Paid Services you use.

- (h) If your payment details change, we may receive updated information from your payment provider to prevent service interruption. You have the right, under EU law, to opt-out of automatic payment updates by contacting your financial institution. If you would like to use a different payment method or if there is a change in payment method, please send an e-mail to us informing us of such request or changes at support@revealcellcam.com or on the "Account" page of the Site.
- (i) The billing date will depend on the type of Paid Service (e.g., monthly or annual Subscription Service) that you choose and will be charged on the billing date indicated on your "Manage Subscription" page in the App(s). In certain circumstances, your billing date may change. For instance, if we are unable to successfully charge your card on a given day (e.g., a federal holiday or due to technical failures). If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not terminated the Subscription Service, you remain responsible for any uncollected amounts for the Subscription Service as well as any A La Carte Fees, and we will attempt to charge the payment method as you may update your payment method information. We reserve the right to terminate for cause or suspend your Service if we are unable to successfully charge your payment method for any Paid Services.
- (j) From time to time, we may offer free trials to access some or all of the Services. Such Free Services are subject to these Terms except as otherwise stated in the free trial offer. Unless you enter into a Subscription Service or A La Carte Service agreement with us to access some or all of the Services prior to the end of your free trial period, your access to the Services will automatically terminate at the end

of such period.

- (k) **Change Access to the Sites.** Company reserves the right to change, discontinue or otherwise suspend the Site(s) and the access to the Site(s) at any time, for any reason, and without prior notice to you, provided that your right to use the Services under these Terms will not be impaired.

9 Ownership; Limited License

The Services are owned by us or our licensors and are protected under United States, applicable EU and other foreign laws. You retain all rights in and to User Content provided by you to the Services. Except as explicitly stated in these Terms, all rights in and to the Services are reserved by us or our licensors. We herewith reserve all rights for the use of the Services, in particular of reproductions and data extractions of the Services, for the purposes of text and data mining, in compliance with European copyright and data protection legislation. Unauthorized use of the Services, without our prior written permission, is strictly prohibited and might infringe on our intellectual property rights.

10 Trademarks

Our trademarks and our logos, our product or service names, our slogans and the look and feel of the Services, including the Services and any program or marketing materials provided by Company to you via the Services, and any works generated by or through the Services, including reports and any other information generated, published, displayed, transmitted, or made available to you in or by the Services, excluding any User Content or Third-Party Content ("**Company Content**"), are protected under intellectual property laws, and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

11 Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about us or our Services (collectively, "**Feedback**"). By providing Feedback, you grant to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use and otherwise exploit the Feedback for any purpose, commercial or otherwise, including to develop, modify, copy, distribute, publish, or improve the Feedback, the Products or Services and/or communicate the Feedback to the public, by wire or wireless means, including the making available to the public of the Feedback in such a way that members of the public may access it from a place and at a time individually chosen by them. We may use Feedback to develop, copy, publish, or improvement. We will exclusively own all improvements to, or new, Company products, services, or Services based on any Feedback. We may treat Feedback as nonconfidential.

12 Infringer Policy; Copyright Complaints

- (a) **Our Policy.** In accordance with the EU Digital Services Act ("**DSA**") and other applicable law, we have adopted a policy of removing or disabling access to illegal content and of terminating, in

appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights or privacy rights of others (our “**DSA Policy**”).

- (b) **Reporting Claims of Copyright Infringement.** If you believe that any content on our Services infringes any copyright that you own or control, you should notify our designated agent (your notification, a “**DSA Notice**”) as follows:

Designated Agent: DMCA Agent

Address: REVEAL HOLDCO EU BV

Tauro Kantorencentrum B1.09

Laan van Vredenoord 33-39

Riswijk, The Netherlands 2289DA

E-Mail Address: support@revealcellcam.com

Please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be held liable for certain costs and damages under EU regulations.

- (c) **Our Response to DSA Notices.** Upon receipt of a DSA Notice, we will: (i) remove or disable access to the allegedly infringing content (the “**Allegedly Infringing Content**”); (ii) notify the user who provided the Allegedly Infringing Content (the “**Allegedly Infringing User**”) that access to the Allegedly Infringing Content has been disabled or the Allegedly Infringing Content has been removed; (iii) notify the party who provided the DSA Notice with respect to the Allegedly Infringing Content (the “**Original Complaining User**”) of any counter notices that we receive from the Allegedly Infringing User; and (iv) replace or restore the Allegedly Infringing Content in accordance with Section 12(e). In accordance with our DSA Policy, repeated infringement may lead to account termination or content posting restrictions.
- (d) **Counter Notices.** If you believe that your content was removed or disabled in accordance with this Section 12 by mistake or misidentification, you may send a counter notice to our designated agent as specified above (your counter notice, a “**DSA Counter Notice**”). Knowingly false counter notices can result in liability for costs and damages.
- (e) **Our Response to DSA Counter Notices.** When we receive a DSA Counter Notice with respect to any Allegedly Infringing Content, after having considered both the DSA Notice and the DSA Counter Notice we may send a copy of the DSA Counter Notice to the Original Complaining User informing that user that we will replace or restore the Allegedly Infringing Content. Unless our designated agent described in Section 12(b) receives notice that the Original Complaining User files an action seeking a court order against us or the Allegedly Infringing User within fourteen (14) business days of receiving the copy of the Allegedly Infringing User’s DSA Counter Notice, we may restore the removed or disabled content.

13 Third-Party Content and Third-Party Materials

- (a) We may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through the Services

(collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content.

- (b) Our Services may rely on, interoperate with or be provided with third-party products, software and/or services, including data storage services, communications technologies, Internet of Things ("**IoT**") platforms, third-party platforms, engines, tools, applications, app stores and application programming interfaces, and internet and mobile operators (collectively, "**Third-Party Materials**"). While these Third-Party Materials are beyond our control, their functionality can affect our Services' reliability and availability. As such, their use in our Services adheres to GDPR requirements, ensuring data protection and security standards are met. You may need to secure separate rights for the use of such Third-Party Materials, as per the terms set by the respective third-party providers.
- (c) We are not responsible for, do not control or endorse or have any obligation to monitor, and make no representations or warranties regarding, any Third-Party Content or Third-Party Materials. The Third-Party Content and Third-Party Materials may be protected by intellectual property rights which are owned by the relevant third-party owners and providers (or by other persons or companies on their behalf). Your access and use of Third-Party Content and/or Third-Party Materials are subject to separate terms and conditions as outlined in: (i) the respective terms of service or privacy policies; (ii) separate third-party license agreements or "READ ME" files included with or applicable to such Third-Party Content and/or Third-Party Materials; or (iii) or direct agreements with these third parties. These external terms dictate your legal relationship with the Third-Party Content and/or Third-Party Materials. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content or Third-Party Materials are solely between you and the third-party. You may not modify, rent, lease, loan, sell, reproduce, distribute, or create derivative works from Third-Party Content or Materials without explicit authorization from the rightful owners is prohibited. We disclaim liability for any losses or damages incurred as a result of your use of any Third-Party Materials, conforming to European legal standards. We reserve the right to limit or deny access to any Third-Party Content or Third-Party Materials (in whole or part) through our Services at any time, ensuring compliance with GDPR and EU consumer rights protections.
- (d) **Open Source Components.** Certain components of the Services ("**Open Source Components**") may be licensed by third parties to you under "open source" software licenses or any substantially similar licenses, including without limitation any license that, as a condition of use or distribution of the software licensed under such license, requires that the user or distributor make the software available in source code format. To the extent required by third-party licenses covering Open Source Components, the terms of such licenses will govern the use of such Open Source Components in lieu of these Terms. Where the terms of the open sources licenses conflict with the restrictions in these Terms , the open source license terms will prevail for those specific Open Source Components, in compliance with European legal standards, including GDPR and EU consumer rights.

14 Indemnification

You will indemnify, defend and hold harmless Company and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "**Company Parties**") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of the Products or Services which is unlawful or in culpable violation of these Terms by you; (b) your User Content or Feedback; (c) your culpable violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another

(including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services which is unlawful or in culpable violation of these Terms by you. You shall promptly notify Company of any third-party Claims, cooperate with the affected Company Parties in defending such Claims and pay all reasonable fees, costs and expenses associated with defending such Claims (including, but not limited to, reasonable attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement, at Company's reasonable discretion, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities, if any, set forth in a separate written agreement between you and Company or the Company Parties.

15 Warranties

- (a) We warrant that Paid Services will be provided by us substantially in accordance with these Terms in a workmanlike manner and with reasonable care. In case of Free Services, we only warrant that we have not fraudulently concealed any defects of the Free Services.
- (b) We do not warrant for technical details of the Services or the fitness of the Services for a specific purpose, unless such technical details or a specific purpose, respectively, are stated explicitly in these Terms or have been expressly agreed between the Parties.
- (c) We do not warrant that access to our Services, API(s) or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted or available at all times.
- (d) Our warranty is excluded if you do not use the Services as intended in these Terms, or use the Services improperly or misuses them, or if you have modified or amended otherwise the Services without our prior consent in text form, unless you show that the defect of the Services is not caused by this.
- (e) If the Services do not conform to the warranty, we will remedy defects of the Services and will be subject to warranty claims in accordance with applicable law. However, any claims of you for damages or compensation for futile expenses because of breach of warranty are subject to the Limitation of Liability under Section 166 below.
- (f) Unless individual specifications of the Services are expressly designated by us as a "guarantee" ("**Garantie**"), we do not give any guarantees under these Terms.

16 Limitation of Liability

- (a) We shall not be liable for any damage, delays or impediments to performance outside our sphere of responsibility. We are not responsible for any loss or harm related to your inability to access or use our Services. We shall not be liable for any damage attributable to an unsuitable, abusive or unlawful use of our Services.
- (b) We shall not be liable for defects of Subscription Services which have already been existent at conclusion of the contract and for which we are not accountable for.
- (c) Irrespective of the legal grounds, we shall only be liable for any damage caused with intent or gross negligence, damage relating to a violation of life, body or health culpably caused by us, or in the event of a failure to perform a guarantee, or if we fraudulently concealed a defect in the or Services(s).

- (d) With respect to Paid Services, we shall also be liable in the event of a culpable breach of a material contractual main obligation or cardinal duty, if such breach of a material contractual main obligation or cardinal duty is attributable to simple negligence. In this case, our liability will be limited, however, to the typically foreseeable damage. A “cardinal duty” for the purposes of this paragraph means a duty incumbent on us, the proper compliance with which is mandatory for the performance of the contract, the violation of which will jeopardize the attainment of the subject matter of the contract, and the performance of which is regularly relied on by you.
- (e) Our liability is excluded beyond the provisions stated here, except where mandated by applicable laws, such. The liability under the German Product Liability Act, or any equivalent European legislation, is not waived or altered by these Terms of Service.

17 Release

You release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (direct and consequential) of every kind and nature, known and unknown (including, but not limited to, claims based upon negligence), arising out of or related to disputes between you and other users of our Services, to the extent permitted by European law. This release does not cover claims based on intentional misconduct or gross negligence by the Company, nor does it affect your mandatory rights under the GDPR and EU consumer protection regulations.

18 Transfer and Processing of Personal Data

In order for us to provide our Services, we may process, transfer and store information and personal data about you in countries outside of the European Economic Area (EEA), including the United States, ensuring such transfers comply with GDPR and provide an adequate level of data protection. We adhere to legal mechanisms, like standard contractual clauses, to safeguard your rights and protections, as stipulated in our Privacy Policy at eu.feathersnapcam.com/privacy-cookie-policy.

19 Right of Withdrawal

- (a) If you are a consumer within the EU and have concluded a service contract with us using exclusively means of distance communication (e.g., by letter, catalog, telephone call, e-mail, SMS or Internet), you are entitled to a right of withdrawal in accordance with the following instructions:**

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

REVEAL HOLDCO EU BV

Tauro Kantorencentrum B1.09
Laan van Vredenoord 33-39
Rijswijk, 2289 DA, The Netherlands

Email: support@revealcellcam.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Upon your withdrawal, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

(b) If you are a consumer within the EU and have concluded a contract with us on the supply of digital content which is not supplied on a tangible medium using exclusively means of distance communication (e.g., by letter, catalog, telephone call, e-mail, SMS or Internet), you are entitled to a right of withdrawal in accordance with the following instructions on withdrawal:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

REVEAL HOLDCO EU BV
Tauro Kantorencentrum B1.09
Laan Van Vredenoord 33-39
Riswijk, The Netherlands 2289DA

Email: support@revealcellcam.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Upon withdraw, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In case of a distance contract on the supply of digital content which is not supplied on a tangible medium, your right of withdrawal lapses when we have begun with the performance of the contract, you have given prior express consent that we begin with the performance before the end of the withdrawal period, you have acknowledged your knowledge that you lose your right of withdrawal when giving your consent to begin with the performance of the contract, and we have provided to you a respective confirmation.

(c) If you are a consumer within the EU and have concluded a contract with us for the sale of goods using exclusively means of distance communication (e.g., by letter, catalog, telephone call, e-mail, SMS or Internet), you are entitled to a right of withdrawal in accordance with the following instructions on withdrawal:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us

REVEAL HOLDCO EU BV
Tauro Kantorencentrum B1.09
Laan Van Vredenoord 33-39
Risjwijk, The Netherlands 2289DA

Email: support@revealcellcam.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Upon withdrawal from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(d) Model withdrawal form

If you want to withdraw from this contract in accordance with Section 19 paragraphs (a), (b) or (c) above, you may use the following model withdrawal form, but it is not obligatory.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: REVEAL HOLDCO EU BV
Tauro Kantorencentrum B1.09
Laan Van Vredenoord 33-39
Riswijk, The Netherlands 2289DA

Email: support@revealcellcam.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

(e) Exception from the right of withdrawal

You have no right of withdrawal with regard to the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

20 Online Dispute Resolution

The European Commission provides a platform that enables the online dispute resolution, facilitating the resolution of disputes between consumers and traders (ODR platform). The ODR platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. Our email address is: support@revealcellcam.com. Under European Law, specifically the ODR regulation, we inform that we are currently not participating in dispute resolution proceedings before a consumer arbitration board and are not obligated to do so.

21 Governing Law

Any dispute arising from these Terms and your use of the Services will be governed by and construed and enforced in accordance with the laws of the European Union, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. In cases where the European Union laws are inapplicable, the laws of the country within Europe where the consumer is

resident will apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22 Modifying our Services

- (a) We may modify our Services the Parties have contracted for as explained in paragraph (b) below, if an objective reason requires this and the relationship between the Services and the Fees is not shifted to your disadvantage by such modification, so that the modification is reasonable for you.
- (b) We will notify you in text form (e.g. such as by sending an e-mail, or by providing a notice through our Services) of any modifications of the Services the Parties have contracted for at least one month before they take effect. In the notification we will expressly inform you of the content and effective date of the modifications and of your following rights and legal consequences. You may reject such modifications within one month of receipt of the notification in text form to us and/or terminate the Services without observing a notice period and without costs with effect from the date on which the modifications become effective, unless the modifications are only to your advantage, or are only of administrative nature without negatively affecting you, or are directly required by European Union or applicable national law. If the rejection is not made in due time and you do not terminate the Services, this shall be deemed to be your consent to the modifications and the modifications of the Services shall enter into force after expiry of the notice period at the effective date.
- (c) Your right of termination of the Services in accordance with Section 8 shall remain unaffected.

23 Survival

Notwithstanding anything to the contrary herein, Sections 5, 8(a) (solely with respect to your obligation to pay us any and all Paid Services Fees incurred prior to termination, expiration or mutual cancellation of your account, subscription, agreement, and/or relationship with us), 8(e), 8(f), 8(g), 9, 10, 11, 12, 14, **Error! Reference source not found.**, 16, 17, 19, 20, 21, this Section 23, 24 and 25 will survive termination, expiration and mutual cancellation of your account, subscription, agreement and/or relationship with us.

24 Severability

If any provision (or any part thereof) of these Terms is or becomes illegal, invalid or unenforceable under or prohibited by any present or future law, then all the remaining provisions of this Terms will remain unimpaired.

25 Miscellaneous

- (a) The failure of Company to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.
- (b) These Terms reflect the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the Parties. Any general terms and conditions or purchase conditions of you that deviate from or conflict with these Terms shall not apply; this shall also hold true if we do not expressly object to those terms of you.

- (c) The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.”
- (d) Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity, except as required by national or European laws.
- (e) Communications and transactions between the Parties may be conducted electronically, in compliance with GDPR requirements.