

TERMS OF USE

1. Definitions

1.1. In these Terms of Use, the following terms, always capitalized and used in both singular and plural, shall have the following meanings:

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| a. Account | The profile of User on the Platform which must be created throughout the registration form on the Platform; |
| b. Agreement | The agreement to use the Platform by registering an Account on the Platform; |
| c. Content | All content originating from STTF and/or its suppliers, as available on the Website, in the Service and/or on the Platform, including but not limited to texts, images, videos, layout, designs and logos; |
| d. Intellectual Property Rights | All rights of intellectual property and all related rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, patent rights, rights of know-how and rights to trade secrets; |
| e. Mentee | The User that is a woman with a dream and the drive to achieve academic and professional success and wishes to connect with a Mentor through the Service; |
| f. Mentor | The User that is a woman professor and/or professional that wishes to connect with a Mentee to help her through the Service; |
| g. Platform | The iToo platform, as available on the Website, for connecting Mentor and Mentee to each other; |
| h. Privacy Statement | The privacy statement of STTF with regard to the Service, as available at https://itoowomen.com/privacy-policy/ ; |
| i. Service | The services provided by STTF, including but not limited to access to the Website and use of the Platform; |

j. STTF	The Dutch foundation Stichting Tutu Teach Foundation, based at Carel Fabritiuslaan 30, 1181TE, Amstelveen, the Netherlands, registered with the Dutch Chamber of Commerce under number 76664163;
k. Terms of Use	These Terms of Use, available for download and print at www.itoowomen.com/terms ;
l. User	The natural or legal person who enters into the Agreement with STTF to use the Platform. User can be a Mentor and/or a Mentee;
m. User Generated Content	All content originating from Users, as uploaded in the Service, including but not limited to profile information, texts, stories, images and videos;
n. Visitor	Anyone who visits the Website, regardless of whether they are a User or not;
o. Website	The website on which the Service is available, available at www.itoowomen.com ;

2. Applicability

- 2.1. These Terms of Use apply to the Agreement, the Platform, the Website and/or the use of the Service by Visitor and/or User.
- 2.2. STTF is entitled to change and/or supplement these Terms of Use at any time. The most recent version of the Terms of Use will be available on the Website and/or will be brought to User's attention while using the Service. If User continues to use the Service after these Terms of Use have been changed and/or supplemented, User thereby irrevocably accepts the changed and/or supplemented Terms of Use. If User does not agree with the amended and/or supplemented Terms of Use, her only option is to no longer use the Service.
- 2.3. If these Terms of Use are or become partially invalid or void, User and/or Visitor and STTF shall remain bound by the remaining part of these Terms of Use. STTF shall replace the invalid or void part by terms that are valid and not void and whose legal consequences, given the content and intent of these Terms of Use, correspond as closely as possible to those of the invalid and/or void part.
- 2.4. STTF expressly rejects the applicability of any terms of use, purchase conditions and/or other (general) conditions of User and/or Visitor.
- 2.5. These Terms of Use have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: "..."). These Terms of Use may have been translated into other languages. In case of a dispute, the English version shall have precedence and must be interpreted in accordance with the laws of the Netherlands.

3. The Platform and the Service

- 3.1. STTF provides to User and/or Visitor, under the terms of the Agreement and these Terms of Use, the Service as described in the Agreement and these Terms of Use.
- 3.2. User warrants that she is entitled to enter into the Agreement, that she is a woman and that she is at least 18 years old.
- 3.3. User acknowledges and accepts that STTF merely provides the Platform through which Mentors and Mentees can be put in touch with each other. STTF has no knowledge of and/or involvement with the information provided by Users using the Website, the Platform and/or the Service.
- 3.4. User acknowledges and accepts that STTF uses profiling of Users to provide the Service and that STTF provides the Service based on the profiles of Users.
- 3.5. STTF is not responsible for any decision made by Users and/or Visitors through the Service. STTF offers no guarantee of success of any kind.
- 3.6. STTF expressly has no involvement in the contact made between Users as a result of the Service, nor in any agreements and/or contracts resulting from such contact. STTF is not a party to any agreement and/or contract between Users.
- 3.7. User and Visitor accept that the Website, the Platform and the Service contain only the functionalities and other properties as they find them on the Website, the Platform and/or the Service at the moment of use ("as is"). STTF expressly excludes any warranties and/or indemnities of any kind, including but not limited to warranties and/or indemnities with respect to the quality, security, legality, integrity and accuracy of the Website, the Platform and/or the Service, except as otherwise provided in these Terms of Use.
- 3.8. STTF is at all times entitled to change, adapt, put out of commission (temporarily or permanently), restrict the use of, and/or terminate the Website, the Platform and/or Service, without being or becoming in any way liable to the User and Visitor for damages. If the User and Visitor do not agree with the changes and/or amendments made, their only option is to stop using the Website, the Platform and/or Service.

4. Use of the Service

- 4.1. STTF hereby grants User a non-exclusive, non-transferable, limited right to use the Website, the Platform and/or the Service solely for the purpose of getting in touch with a Mentor or a Mentee.
- 4.2. The use of the Website, the Platform and/or the Service is at User's and/or Visitor's risk, including but not limited to the use of the Account. User and/or Visitor are themselves fully responsible and liable for all actions they take by means of the Website, the Platform and/or the Service. User and Visitor

indemnify STTF against all claims of third parties related to and/or resulting from their actions with the (help of the) Website, the Platform and/or the Service, a violation of the Agreement and/or the Terms of Use by User and/or Visitor and/or any unlawful act by User and/or Visitor.

- 4.3. Users and Visitors are not permitted to reproduce, publish, resell, use for commercial purposes or otherwise make available to third parties, or perform any other unlawful acts with respect to, the Content and the Service including, expressly but not limited to, collecting or using data from other Users in order to subsequently contact those Users for purposes other than those intended.

5. Account

- 5.1. User must create an Account in the manner described on the Website in order to create a profile on the Platform and to connect with a Mentor or Mentee. The information provided by User when creating the Account, as well as all other information provided by User, including but not limited to User Generated content, must be (and stay) complete, current, truthful and accurate. User warrants this.
- 5.2. STTF may set additional requirements for Users, such as requirements for education, job, educational and/or job level. These requirements are stated on the Website.
- 5.3. User shall not create an Account in the name of another person or in the name of a fictitious person.
- 5.4. If during registration, User has to provide a username and password, which can be used to access her Account, User is responsible for keeping her username and password confidential. User shall not provide her username and password to other persons or allow other persons to access her Account. The Account is strictly personal.
- 5.5. User is liable for the use of the Service through the Account. STTF assumes that User is actually the one who logs in with the username and password and/or uses the by User provided email address.
- 5.6. As soon as User knows or reasonably should know that her Account has come into the hands of unauthorized persons, User shall notify STTF immediately. User shall also immediately take effective measures to limit unauthorized access.

6. User Generated Content

- 6.1. User can upload User Generated Content through the Service.
- 6.2. User is responsible for the accuracy and completeness of the User Generated Content she provides.
- 6.3. By providing User Generated Content, User provides STTF with a free, worldwide, irrevocable, sub-licensable and transferable right to publish and reproduce such User Generated Content to

- the extent reasonably necessary or desirable in the context of providing the Service.
- 6.4. User is not permitted to provide User Generated Content that:
- 6.4.1.is not reasonably related to the purpose of the Platform;
 - 6.4.2.is based on falsehoods and/or is misleading;
 - 6.4.3.consists of assuming a false identity and/or falsely suggesting that User is involved with STTF;
 - 6.4.4.is defamatory, libelous, abusive, racist, discriminatory and/or hateful;
 - 6.4.5.is erotic and/or pornographic;
 - 6.4.6.infringes on the rights of third parties, including but not limited to Intellectual Property Rights;
 - 6.4.7.constitutes a violation of the privacy of third parties, including but not limited to the dissemination of personal data of third parties without a legally valid basis;
 - 6.4.8.contains hyperlinks, torrent or similar information that User knows or reasonably should know refers to material that infringes the rights of third parties;
 - 6.4.9.contains unsolicited commercial, charitable and/or idealistic communications;
 - 6.4.10.contains malware or other malicious content, such as viruses or spyware.
 - 6.4.11.is otherwise unlawful in any way; and/or
 - 6.4.12.may harm the interests and good name of STTF.
- 6.5. User acknowledges and accepts that STTF merely provides the Platform through which Mentors and Mentees can be put in touch with each other. STTF has no knowledge of and/or involvement with the User Generated Content. If another User, a Visitor or a third party reports to STTF unlawful User Generated Content, and she makes this plausible, STTF will remove or otherwise make inaccessible (notice-and-takedown) the User Generated Content concerned. User acknowledges and agrees that STTF is not liable for the removal or otherwise rendering inaccessible of the relevant information.
- 6.6. STTF reserves the right to shorten, modify, or remove User Generated Content from the Service if, in STTF's opinion, this is necessary or desirable, without in any way leading to any right of User to compensation, and/or liability of STTF.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights related to the Website, the Platform, the Service and the Content belong to STTF and/or its licensors. STTF and/or its licensors reserve all rights not expressly granted to User and/or Visitor in these Terms of Use.
- 7.2. User and Visitor acknowledge and agree that the Intellectual Property Rights to the Website, the Platform, the Service and the Content are held by STTF and/or its licensors and that they are not granted any rights except those expressly granted to them in these Terms of Use.

7.3. Users and Visitors are explicitly not permitted to download, copy, modify, disclose, use for direct or indirect commercial purposes or use any information made accessible through the Website, the Platform and/or the Service, including Content, unless STTF or the relevant rights holder has given permission or mandatory Dutch law permits such use.

8. Database

- 8.1. User and Visitor acknowledge that the Website, the Platform and the Service contain protected databases within the meaning of Article 1(a) of the Dutch Database Act (in Dutch: “*Databankenwet*”), and that STTF is the producer of these databases as referred to in Article 1(b) and Article 1(a) of the Dutch Database Act.
- 8.2. As the producer of the databases, STTF has the exclusive right to authorize the use of data from these databases.
- 8.3. User and Visitor may use data from the databases only to the extent that use is permitted under these Terms of Use and for the performance of the Service.
- 8.4. User and Visitor are not permitted, without the express prior written consent of STTF, to extract and/or re-utilize a substantial part of the contents of the database(s) and/or to extract and/or re-utilize non-substantial parts of the contents of the database(s) repeatedly and systematically within the meaning of the Dutch Database Act.
- 8.5. The User and Visitor are not permitted to make improper use of the Service. This means, among other things, that Users and Visitors are not permitted to use any software and/or hardware tools and/or solutions (under their own management or made available by third parties) in so far as these are intended to take over any information made accessible via the databases or to spider, scrape, search or in any other way improperly use and/or view the databases.

9. Privacy

- 9.1. During the registration of the Account and when using the Service, User provides data to STTF. If this data is personal data, it will be stored and processed in accordance with the Privacy Statement of STTF and the applicable laws and regulations.
- 9.2. STTF is allowed to transfer User's personal data to third parties, if there is a valid basis for doing so under the General Data Protection Regulation (GDPR). STTF informs User about this transfer to third parties through the Privacy Statement.

10. Availability of the Service

- 10.1. STTF does not warrant that the Service will be free of errors and bugs, complete and/or up-to-date at all times.

- 10.2. STTF performs maintenance work on the Service. This work may take place at any time, announced and unannounced, including when it may result in limited availability.
- 10.3. STTF does not warrant that the Service or any part thereof is accessible at all times and functions without interruptions, failures and/or errors. Interruptions, faults and/or errors in the Service may occur as a result of interruptions, faults and/or errors in the internet connections and/or as a result of viruses and/or errors and/or defects. STTF is never liable to User and/or Visitor for any damage, loss or costs incurred as a result of the (temporary) unavailability of the Service, including but not limited to (temporary or permanent) loss of data.

11. Liability

- 11.1. STTF is not liable for damages resulting from any unauthorized use of the Service by other Users and/or Visitors and/or other third parties.
- 11.2. STTF accepts no liability for damages resulting from the provision of the Service, or from any tort or otherwise, to the extent permitted by mandatory law.
- 11.3. If, notwithstanding the foregoing, STTF is liable to User or Visitor for damages for any reason whatsoever, STTF shall only be liable for direct damages (in Dutch: "*directe schade*") suffered by User or Visitor as a result of an attributable failure (in Dutch: "*toerekenbare tekortkoming*") by STTF and/or a wrongful act up to a maximum of € 100.00 (one hundred euros) per damaging event (a series of consecutive events is considered as one event). In no event shall the total compensation for direct damages exceed € 200.00 (two hundred euros).
- 11.4. Direct damage means only:
- 11.4.1. material damage to property;
 - 11.4.2. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
 - 11.4.3. reasonable costs incurred in determining the cause of the damage.
- 11.5. The liability of STTF for indirect damages (in Dutch: "*indirecte schade*") is excluded. Indirect damages include all damages that are not expressly defined as direct damages in the previous paragraph, including but not limited to consequential damages (in Dutch: "*gevolgschade*"), losses, damage to electronic data and/or damage due to delays in the transport of data traffic and costs incurred to prevent or determine indirect damages.
- 11.6. The exclusions and limitations of liability contained in this article do not apply in cases of intentional and/or deliberate recklessness on the part of STTF.
- 11.7. Unless performance by STTF is permanently impossible, the liability of STTF for an attributable failure in the performance of

the Agreement shall arise only if User immediately sends STTF a notice of default (in Dutch: *"ingebrekestelling"*) in writing, whereby a reasonable term for remedying the failure is given, and STTF continues to fail attributable in the performance of its obligations even after that term.

- 11.8. There is no attributable failure in performance of the Agreement by STTF in the case of force majeure. Force majeure includes illness of employees and/or absence of employees that are crucial for the provision of the Service, interruptions in the supply of electricity, strikes, riots, fire, natural disasters, floods, failures of suppliers of STTF, failures of third parties engaged by STTF, failures of (other) Users, failures in the connection with the internet, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes on which STTF has no influence.
- 11.9. If the force majeure continues for at least thirty (30) days, both STTF and User are entitled to dissolve (in Dutch: *"ontbinden"*) the Agreement in writing, without being obliged to pay compensation for any damages in respect of such dissolution.
- 11.10. Any claim for damages by User or Visitor that has not been specified and explicitly reported by User or Visitor shall lapse by the mere lapse of twelve (12) months after the claim arose. This shall not affect the User's and Visitor's obligation to complain (in Dutch: *"klachtplicht"*).

12. Termination of the Agreement

- 12.1. User is entitled to terminate (in Dutch: *"opzeggen"*) the Agreement at any time by terminating the use of the Service by deleting her Account.
- 12.2. Without prejudice to the other rights of STTF, STTF shall be entitled at any time, without notice or explanation and without becoming liable to User to:
- 12.2.1. terminate User's use of the Service temporarily or permanently by deleting User's Account temporarily or permanently in the event that STTF deems such termination necessary; and/or
 - 12.2.2. restrict or suspend User's use of the Service temporarily or permanently.
- 12.3. All provisions of the Terms of Use that are intended to survive termination of the Agreement, including but not limited to the provisions relating to Intellectual Property Rights, warranties and indemnities, shall continue in full force and effect after termination of the Agreement.

13. Applicable law and competent court

- 13.1. The Website, the Platform, the Service, the Agreement, the Terms of Use and any disputes arising therefrom are governed by the laws of the Netherlands.

13.2. To the extent not otherwise required by mandatory law, all disputes relating to the Website, the Platform, the Service, the Agreement and the Terms of Use will be submitted to the competent court of the District Court of Amsterdam.

14. Contact

14.1. STTF can be contacted via the following contact details:

Stichting Tutu Teach Foundation
Carel Fabritiuslaan 30
1181 TE Amstelveen
The Netherlands
info@tututeachfoundation.org
