

# Terms of Service

## The gist:

We (HippoPage.nl hereafter Hippo) run a vacancy page builder platform called hippopage.nl and would hope for you to use it. Hippopage.nl offers a free sign up and testing of the system, and we would charge you for purchasing the credits, which can be used on any products at hippopage.nl.

Our service is designed to give you as much control and ownership over what goes on your pages as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website. If you find a hippopage.nl page that you believe violates these Terms of Service, please let us know.

## Terms of Service:

The following terms and conditions (“Terms”) govern all use of the hippopage.nl website and all content, services, and products available at or through the website. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Hippo Policy) and procedures that may be published from time to time by Hippo (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by Hippo, acceptance is expressly limited to these Terms.

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (16 years or older in the European Union).

Use of our Services requires a hippopage.nl account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

## 1. Hippopage.nl

□ Your hippopage.nl account. If you create a page using hippopage.nl, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the page.

You must immediately notify Hippo of any unauthorized uses of your account, or any other breaches of security. Hippo will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

□ Responsibility of Contributors. If you post material to hippopage.nl, post links on hippopage.nl, or otherwise make (or allow any third party to make) material available (any such material, “Content”), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using hippopage.nl, you represent and warrant that your Content and conduct do not violate these Terms. By submitting Content to Hippo for inclusion on your page, you grant Hippo a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your page. This license allows Hippo to make publicly-posted content available to third parties selected by Hippo, so that these third parties can analyze and distribute (but not publicly display) your content through their services. If you delete Content, Hippo will use reasonable efforts to remove it from hippopage.nl, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

□ Web Traffic. We use a third party, Google Analytics, to measure hippopage.nl’s audience and usage. By hosting your page on hippopage.nl, you agree to assign the traffic relating to your page to Hippo. Your page’s traffic will be included under Hippo. You understand that your website will not receive credit for traffic in these reports, and you must not assign your website’s traffic to any other party.

□ HTTPS. We offer free HTTPS on all hippopage.nl sites by default.

□ Attribution. Hippo reserves the right to display attribution text or links in your site footer or toolbar, attributing hippopage.nl or Hippo. The toolbar may not be altered or removed.

## 2. Responsibility of Visitors.

Hippo has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material’s content, use or effects. By operating our Services, Hippo does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Hippo disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

### 3. Fees, Payment, and Renewal.

□ Fees. Building pages and testing them on hippopage.nl is free of charge, but a service to publish and using an active link is offered for a fee. Setting up a company referral program, also comes with a fee. By using a Paid Service, you agree to pay the specified fees, which we'll bill or charge you for in regular intervals (such as monthly, annually, or biennially) or on a pre-pay basis until you cancel, which you can do at any time by contacting the relevant support team.

□ Payment. If your payment fails or Paid Services are otherwise not paid for on time, we may immediately cancel or revoke your access to the Paid Services. If you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services, we may revoke your access to our Services in general.

□ Refunds. Refunds are issued in our sole discretion.

□ Fee Changes. We may change our fees at any time. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you can cancel your Paid Service.

### 4. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which hippopage.nl links, and that link to hippopage.nl. Hippo does not have any control over those nonhippopage.nl websites, and is not responsible for their contents or their use. By linking to a non-hippopage.nl website, Hippo does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Hippo disclaims any responsibility for any harm resulting from your use of non-hippopage.nl websites and webpages.

### 5. Copyright Infringement.

As Hippo asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by hippopage.nl violates your copyright, you are encouraged to notify Hippo. Hippo will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Hippo will terminate a visitor's access to and use of the website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Hippo or others. In the case of such termination, Hippo will have no obligation to provide a refund of any amounts previously paid to Hippo.

### 6. Intellectual Property.

This Agreement does not transfer from Hippo to you any Hippo or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Hippo. Hippo, Hippo Page, hippopage.nl, the hippopage.nl logo, and all other trademarks, service marks and logos used in connection

with hippopage.nl or our Services, are trademarks or registered trademarks of Hippo or Hippo licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Hippo or third-party trademarks.

## **7. Changes.**

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## **8. Termination.**

Hippo may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your hippopage.nl account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. Disclaimer of Warranties.**

Our Services are provided “as is.” Hippo and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Hippo nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## **10. Jurisdiction and Applicable Law.**

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the Netherlands.

## **11. Limitation of Liability.**

In no event will Hippo, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Hippo under this Agreement during the twelve (12) month period prior to the cause of action. Hippo shall have no liability for any failure or delay due to matters beyond their

reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **12. General Representation and Warranty.**

You represent and warrant that your use of our Services:

- Will be in strict accordance with this Agreement;
- Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from the country in which you reside, privacy, and data protection); and
- Will not infringe or misappropriate the intellectual property rights of any third party.

## **13. Indemnification.**

You agree to indemnify and hold harmless Hippo, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

## **14. Translation.**

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

## **15. Miscellaneous.**

This Agreement constitutes the entire agreement between Hippo and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Hippo, or by the posting by Hippo of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Hippo may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.