

## Aeroplane Bvba Plan Terms of Service

To make sure everybody knows what to expect from each other, Aeroplane Bvba has written down the conditions for use of the Aeroplane Bvba Plan service. These Terms of Service are a binding legal document between Aeroplane Bvba **read and understand**:

### Acceptance of the Terms and Definitions

The Terms of Service for Aeroplane Bvba Plan including Aeroplane Bvba's Notice and Take Down Policy ("NTD Policy") and Privacy Policy, are an agreement between you ("You", "Your", etc.), the user of our Aeroplane Bvba Plan file transfer service ("Service") provided through Your Account ("Account") within the website or domain Aeroplane Bvba ("Website"), and Aeroplane Bvba, with its principal business office located at Mechelen Borchstraat 30, 2800 Belgium ("Aeroplane Bvba", "We", etc.), owner and rights holder of the Website and provider of the Service ("Terms"). By accessing the Website or using the Service You agree to be bound by these Terms, including the NTD Policy and Privacy Policy, as set out below.

NTD Policy, Privacy Policy & Cookies By accepting the Terms, You agree to the Privacy Policy and the NTD Policy, including but not limited to, its indemnifications and warranties. In the event that Aeroplane Bvba finds or is notified of presumed unlawful activity, Aeroplane Bvba reserves the right to follow the procedure described in the NTD Policy. For more information on how Aeroplane Bvba handles personal data and cookies, please see our Plus Privacy Policy.

### Service

With this Service Aeroplane Bvba provides You the infrastructure and facilities to transfer any kind and any amount of digital files ("File" or "Files") up to 2 gigabyte (GB) per transfer. Each File can be sent to up to 10 email addresses per transfer, though each email is sent separately. You may transfer an unlimited amount of Files. However, Your storage for transferring purposes may not exceed 50 GB in total. Aeroplane Bvba reserves the right to refuse any excessive transfers. Aeroplane Bvba stores the Files You transfer through our Service for as long as You hold an Account. In addition, Aeroplane Bvba provides You with Your own Projects.

You agree not to use the Services to commit or promote, enable or facilitate unlawful or criminal acts. You will respect the rights of others, including privacy and Intellectual Property Rights; You will not use or promote use of the Services to transfer or to distribute Files that contain child pornography, promote racism, violence or hatred, that are false or misleading, infringe on intellectual property rights, violate privacy rights, including data protection rights, and/or infringe on or violate any applicable law or regulation;

You agree not to impersonate or pretend affiliation with any person or entity, access any non-public areas of Aeroplane Bvba, send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose. Additionally You agree not to attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication, unless You do so in accordance with our Responsible Disclosure Policy.

As part of the Service, Aeroplane Bvba provides You with projects, one Wallpaper space and a project Banner. The background Wallpaper provided by Aeroplane Bvba, including advertisements, photography, graphic design, typography, portraits and logos, as well as trademarks, service marks and trade names are the intellectual property of their rights holders, such as the advertisers and/or third parties. You are not allowed to copy, reproduce, make available online to the public, sell or reuse the wallpapers or part of the wallpapers in any way without the permission of the rights holder.

Snaprop.io is not liable to You or any third party for any damages arising out of the use, reuse, or adaptation of background Wallpapers chosen independently by You, including but not limited to, copyright protected works and/or trademarks.

Aeroplane Bvba has the right to investigate and/or remove, without warning, any Wallpapers and banners from Your Projects, our servers or block anyone from accessing the Project or using the

Service, when Aeroplane Bvba finds, at its own discretion or after receiving substantiated and valid complaints, that a Wallpaper is used in violation of this Agreement, including any applicable law or regulation.

Aeroplane Bvba is not responsible or liable for:

- The contents of Wallpapers,
- In-ad links to advertisers or third party websites or
- The contents, products or services offered on advertisers or third party websites.

You accept that all use outside the Aeroplane Bvba domain is at Your own risk.

Account To use our Service, You are required to register for an Account on our Website. To register for an Account You need to fill in Your personal details, including e-mail address, a password. Make sure the personal information in Your Account is accurate, complete and current at all times. You are also responsible for keeping Your Account details to yourself as well as for any actions taking place from Your Account. You can manage the Files You have stored for transferring purposes through Your Account.

For Your ease of future use Aeroplane Bvba remembers the e-mail address(es) You enter for Yourself and those of Your Recipients. For more information, see the Plan Privacy Policy.

Subscription and payment intermediary

By signing up for a Aeroplane Bvba Plan Account, You hereby agree to these payment terms and conditions.

The subscription fee for a Snapdrop Plan Account ranges from 15-99 EUR (€99) including VAT per month, charged to the payment provider of Your choice. Your Aeroplane Bvba Plan Account will be billed monthly. Every month a reminder email will be sent. 3 days after the reminder your account will be suspended. You will not be able to check your projects and add files to projects. You will also not be able to use your wallpaper and banner. Your account will be suspended for 3 days, after these 3 days a reminder will be sent that states that your account will be deleted the day after. If we don't receive a payment after 6 days after the first reminder email your account will be deleted together with all your files and your account will be downgraded to a free plan.

You acknowledge that the amount billed each month may vary for reasons that may include but are not limited to: differing amounts due to promotional offers or changes in the amount of applicable sales tax; and You authorise Aeroplane Bvba to charge You for such varying amounts.

We work with trusted payment intermediary Mollie (Mollie.com). Mollie supports credit cards, PayPal and local payment systems. Aeroplane Bvba notifies You when the (next) annual account fee is scheduled to be charged via the e-mail address You provided with Your Account. In the event that the subscription fee can, for any reason whatsoever, not be collected, Your Account will be terminated.

Files

Aeroplane Bvba provides the technically necessary facilities to transfer Your Files. Aeroplane Bvba does not claim any ownership or knowledge of the contents of the Files You transfer through our Service. You are fully and solely responsible for the Files You transfer through our Service. Aeroplane Bvba can however view the names and types of Files that have been sent, but will only access this information if Your (technical) support request necessitates this.

By using our Service You acknowledge and agree that Aeroplane Bvba is not responsible for any failure of the Service to store, transfer or delete a File or for the corruption or loss of any data, information or content contained in a File.

Permissions

By using our Service You guarantee that You have, for each File, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and make available online and for download as part of our Service.

## Transfer Policy

We treat all File transfers between You and Your designated recipients (“Recipient” or “Recipients”) confidential. Aeroplane Bvba does not check, open or view Your File, nor the type or content of Files You sent, nor does it offer any search function, catalogue or listing to facilitate others than You to find any Files that are available for transfer. However, any person with access to the download link of a stored File may download that File. Both You and Your Recipients receive a confirmation email for each successful File transfer, including instructions on how to download the File and ways to republish the download link.

Aeroplane Bvba does not allow, and You guarantee and accept that You may not transfer or store content that:

- is obscene, defamatory, libellous, slanderous, profane, indecent or unlawful, promotes racism, violence or hatred;
- infringes or misappropriates third party Intellectual Property Rights and/or privacy rights or any other kind of rights;
- constitutes ‘hate speech’, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
- facilitates or promotes gambling, or the sale or use of liquor, tobacco products or illicit drugs, and/or;
- is factually inaccurate, false, misleading or deceptive;

In addition, You agree not to:

- impersonate or pretend affiliation with any person or entity;
- access any non-public areas of our Website or Service;
- send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
- attempt to probe, scan, compromise or test the vulnerability of the Website or Service or any related system or network or breach any security or authentication. Nevertheless, if notified by the relevant authorities, Aeroplane Bvba reserves the right to investigate, (temporarily) block and/or remove, without warning, Your Files or Account. The same applies when Aeroplane Bvba finds, at its own discretion, or receives substantiated and valid complaints, that You may violate these Terms, including the Privacy and/or NTD Policy, or act in violation of any applicable law or regulation.

## Disclaimer

Aeroplane Bvba provides its Service “as-is”, without warranty of any kind. Without limiting the foregoing, Aeroplane Bvba explicitly disclaims any warranties of merchantability, fitness for a particular purpose and noninfringement. Aeroplane Bvba makes no warranty that the Service is available on an uninterrupted, secure or error free basis. Your use of the Service is at Your own risk. You acknowledge and agree that Aeroplane Bvba is not responsible for any damages to Your computer system or the computer system of any third party that result from use of the Service.

## Indemnity and Liability

You accept that You are liable and will hold harmless Aeroplane Bvba for any and all incidents, procedures and/ or claims arising in relation to the Files transferred through our, or stored within our Service, and/or submitted through Your Account. You will defend, indemnify and hold harmless Aeroplane Bvba, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with Your access to or use of the Service or Your violation of these Terms, including any third party claims that Files submitted to the Service through Your Account infringe or violate any third party rights. However, this limitation of liability does not intend to exclude the liability of Aeroplane Bvba for the intentional and/or deliberate recklessness of Aeroplane Bvba themselves (“their own acts”) and or the management of Aeroplane Bvba.

In no event will Aeroplane Bvba be liable to You or to any third party for any damages arising out of use of the Website or Service, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not Aeroplane Bvba has been informed of the possibility of such

damage, even if any limited remedy is found to have failed its essential purpose. Aeroplane Bvba will not accept any liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event Aeroplane Bvba is liable for damage under mandatory law, Aeroplane Bvba's aggregate liability to You for any and all claims arising out of or in connection with the use of the Service will in no event exceed one zero euro (€0) per incident.

**Applicable Law and Jurisdiction** All rights and obligations arising out of or in connection to these Terms are construed, governed, interpreted and enforced according to the laws of Belgium. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the courts located in Mechelen, Belgium, unless stipulated otherwise by mandatory Belgian or international laws. You waive any objection to jurisdiction and venue in the courts of Belgium.

#### Revisions to the Terms

Note that Aeroplane Bvba may revise these Terms from time to time. Each revised version shall be dated and posted on the Website. Aeroplane Bvba recommends that You review the Website from time to time and take note of any changes. If You do not agree with the Terms, including the NTD Policy and Privacy Policy, You should not or no longer access or use the Website and/or Service. By continuing to use of the Website and/or Service You accept any changes made to the Terms, including the NTD Policy and Privacy Policy.

#### Questions?

For questions about these Terms, please contact Aeroplane Bvba through our contact form. We speak English.