TERMS OF USE
CONNECT FOR HOTMAIL

JANUARY 2023

TERMS OF USE IN RELATION TO CONNECT FOR HOTMAIL

1 DEFINITIONS

1.1 **ALPHA APPS:** ALPHA APPS B.V., a limited liability company incorporated under the laws of The Netherlands. The company is registered with the Dutch Chamber of Commerce ('*Kamer van Koophandel*').

1.2 **App:** 'Connect for Hotmail', a mobile application developed and offered by ALPHA APPS. Via this App, users with an account of Email Provider are able to check emails online and offline, send email messages and receive notifications of email messages on their mobile phone in an easy and accessible way.

1.3 **Email Provider**: an email service provider, such as (but not limited hereto): Microsoft Hotmail, Microsoft Outlook, Gmail, Yahoo, GMX, AOL, Office 365, Exchange, POP3/IMPA or iCloud.

1.4 **User:** you and any other person making use of the App.

1.5 **User Terms:** these terms of use which apply to the use of the App.

2 APPLICABILITY AND ACCEPTANCE

2.1 By installing the App, you agree to be bound by these User Terms. Please read these User Terms carefully before you accept the applicability thereof by installing the App.

3 CREATING AN ACCOUNT

3.1 Before being able to use the App, User must create a personal account via the App. Personal accounts are solely meant for private, non-commercial use.

3.2 In order to create a personal account, User shares his/her name, email provider, email address and password.

3.3 ALPHA APPS may suspend or annul personal or business accounts at any time, in particular if ALPHA APPS has reasons to believe that the account is created with false data or otherwise used for fraudulent purposes.

4 CONDITIONS OF USE

4.1 User will not, nor allow third parties on User's behalf to:

(i) make and distribute copies of the App;

(ii) attempt to copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the App; or

(iii) create derivative works of the App of any kind whatsoever.

4.2 ALPHA APPS reserves the right to amend or withdraw the App, or charge for the App or service provided to User in accordance with these User Terms, at any time and for any reason.

4.3 User acknowledges that the terms of agreement with User's respective mobile network provider ('**Mobile Provider**') will continue to apply when using the App. As a result, User may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App, or any such third party charges as may arise. User accepts responsibility for any such charges that arise.

4.4 If User is not the owner of the mobile telephone or handheld device being used to access the App, User will be assumed to have received permission from the owner for installment and usage of the App.

5 DATA PROTECTION AND PRIVACY

5.1 ALPHA APPS guarantees its Users that it will do her best to keep personal data safe and private. Any personal data that User supplies to ALPHA APPS when using the App will be used by ALPHA APPS in accordance with its Privacy Policy [https://www.connectivityapps.com/privacypolicy/].

6 INTELLECTUAL PROPERTY RIGHTS AND LICENSE

6.1 All trademark rights, copyright, database rights and any other intellectual property rights of any nature vesting in the App together with the underlying software code, are exclusively owned by ALPHA APPS.

6.2 ALPHA APPS hereby grants User a worldwide, non-exclusive, non-transferrable royalty-free revocable license to use the App for personal use in accordance with these User Terms.

7 AVAILABILITY OF APP, DISCLAIMER OF WARRANTIES

7.1 This App is available to handheld mobile devices running Android OS Operating Systems – also see article 8. ALPHA APPS will take reasonable efforts to make the App available at all times. However, User acknowledges the App is provided over the internet and mobile networks and thus the quality and availability of the App may be affected by factors outside ALPHA APPS's reasonable control.

7.2 ALPHA APPS does not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable.

7.3 ALPHA APPS may update, modify, or adapt the App and its functionalities from time to time to enhance your user-experience. This may result in any downtime.

7.4 ALPHA APPS will not be responsible for any support or maintenance for the App.

7.5 To the maximum extent permitted by law, ALPHA APPS hereby disclaims all implied warranties with regard to the App. The App and software are provided "as is" and "as available" without warranty of any kind.

7.6 This App is not the official mobile application of the Email Providers to which email service the App gives access to, such as Hotmail and Microsoft Outlook. The App is not affiliated with, or approved or sponsored by Microsoft Corporation.

8 SYSTEM REQUIREMENTS

8.1 In order to use the App, User is required to have a compatible mobile telephone or handheld device, internet access, an account with an Email Provider and the necessary minimum specifications (**'Software Requirements**').

8.2 The Software Requirements are as follows: Android devices running one of the latest three (3) versions of the Android OS at the latest time of publishing of the App in the Google Play Store; Language: English.

8.3 The version of the App software may be upgraded from time to time to add support for new functions and services.

9 LIMITATION OF LIABILITY

9.1 ALPHA APPS is in no event liable for any direct, indirect, punitive, exemplary or consequential losses or damages of what kind whatsoever, arising out of:

(i) the actions or inactions of App Users;

(ii) the situation where Users mobile device is stolen and any third party subsequently makes use of User's personal account;

(iii) failure to meet any of ALPHA APPS's obligations under these Terms where such failure is due to events beyond ALPHA APPS's control (for example a network failure);

(iv) any damage or alteration to User's equipment, including but not limited to computer equipment, handheld device or mobile telephones, as a result of the installation or use of the App; and

(v) unavailability of the App due to unavailability of the internet, necessary updates or modifications of the App, bugs in User's mobile telephone or handheld device on which the App is installed.

9.2 Nothing in these User Terms shall exclude or limit ALPHA APPS's liability which cannot be excluded or limited under applicable law.

10 VARIA

10.1 These User Terms are exclusively governed by the laws of The Netherlands. Any disputes or claims arising out of or related to these User Terms shall exclusively be submitted to the competent court in Amsterdam.

10.2 If any provision of these User Terms shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these User Terms and shall not affect the validity and enforceability of any remaining provisions.