

# TERMS AND CONDITIONS

## Welcome to Plainshare!

These are the terms and conditions for:

- **Plainshare App (Android and iOS version - Available on Google Play and App store)**
- <https://www.plainshare.com>

By accessing and registering on the Plainshare platform, you agree to be bound by these terms and conditions and our privacy policy. If you do not accept all of these terms, then you may not use our platform and services. In these terms and conditions, the words "website" and "platform" refer to the Plainshare website or platform, "we", "us", "our" and "Plainshare" refers to Plainshare LTD and "you" and "user" refers to you, the user of Plainshare.

The following terms and conditions apply to the platform and services offered by Plainshare. This includes mobile and tablet versions, as well as any other version of Plainshare accessible via desktop, mobile, tablet, social media or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR SERVICES.

## 1. ELIGIBILITY

You may use the platform and services only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this platform for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our platform and services. It is the responsibility of parents and legal guardians to determine whether any of the content and/or services are appropriate for their child.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. Plainshare may, in its sole discretion, refuse use of the platform to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the platform is revoked in such jurisdictions.

By using the platform, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

## 2. ACCOUNT

If you register with Plainshare, you may be required to choose a password and you may be asked for additional information about your account, such as your phone number or email address.

You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Plainshare of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another user's account without prior authorization from Plainshare. Plainshare will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Plainshare with your email address, you consent to our using your email address to send you notices about our platform. We may also use your email address to send you notifications and other messages, such as changes to platform features, updates, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your request through the contact information or by using the "unsubscribe" option in emails or mobile notifications. Opting out may prevent you from receiving emails about updates, news or special content.

Users may cancel their accounts at any time and for any reason by following the instructions on the platform or by sending us their request through our contact information. That termination will only result in the deletion of the account and the deletion of all the personal data granted to Plainshare.

Plainshare reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Plainshare believes that you have breached any of these terms, furnished Plainshare with false or misleading information, or interfered with use of the platform or the service by others.

### **3. REQUESTS AND OFFERS**

Users may create offers and requests for services they need or offer and receive proposals from other users for such offers and requests. Users may enter into agreements regarding the proposals and agree on the services to be exchanged and the time at which these services will be performed by each user. If there is a difference in value between services, users may agree to pay for tokens that may be purchased through the platform for the purpose of paying the difference between the services exchanged by the users. Please make sure that the offers and requests are truthful and accurate and that the services offered through the offers or proposals correspond to reality.

Users are solely responsible for ensuring compliance with the obligations they undertake through the agreements they enter into with other users through the platform. Users should ensure that they are aware of relevant national laws (including common law), international laws, statutes and regulations with respect to the use of the platform and the functionalities available on the platform.

If a user breaches any obligation to you, or causes any damage to you or your property or rights, you are solely responsible for enforcing any rights you may have. For the avoidance of doubt,

we have no responsibility to enforce any rights under a contract or for any damage to your person, property or rights caused by any user.

Depending on your jurisdiction, users may have rights under statutory warranties which cannot be legally excluded. Nothing in these terms and conditions is intended to override a right which, under applicable law, cannot be excluded.

Users acknowledge and agree that the relationship between users is that of independent contractors. Nothing in these terms creates a partnership, joint venture, agency or employment relationship between the users. Nothing in these terms shall be construed in any way as forming a joint venture, partnership or employer-employee relationship between Plainshare and users.

#### **4. TOKENS**

Tokens will be paid through Stripe and iDEAL (payment processors available on Plainshare). Tokens can also be paid through letters of credit. The total value of each transaction will depend on the number of tokens purchased by the user. Once the transaction is processed, we will send you an electronic receipt of the transaction to the email address you provide. Once the payment process is completed, the tokens will be credited and debited to the user's account and can be used at any time.

If you find any inconsistencies in your billing, please contact us through our contact details or you can make the claim through the customer service of the relevant payment platform.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for a number of reasons, such as insufficient funds, AVS (Address Verification System) mismatch, or you have entered an incorrect security code.

If your payment is declined, you will need to provide an alternative payment method or provide another card on which the payment can be charged and processed.

Your payment details will be treated and safeguarded securely and for the sole purpose of processing transactions within the platform. Plainshare reserves the right to contract any payment platform available on the market, which treats your data for the sole purpose of processing transactions within the platform.

#### **5. FEEDBACK SYSTEM**

The platform will have a rating system, in which users will be able to rate each other upon completion of the service and register their comments when performing and completing each transaction within the platform. User reviews are the sole responsibility of the users. Plainshare does not control or modify the comments made by users or the ratings made by them at the end of each transaction. Users are solely responsible for the content and comments they post on the platform.

## **6. LICENSE TO USE THE PLATFORM**

Plainshare gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Plainshare as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Plainshare, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the Plainshare platform or third parties.

This service prohibits sending of messages, that: (1) Any kind of messages that are catalogued as SPAM. (2) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (3) distribute trojans, viruses or other malicious computer software (4) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (5) distribute intellectual property without ownership or a license to distribute such property (6) Breach, in any way, the terms of service, privacy policy or rules of this website or the recipients.

Plainshare reserves the right to terminate your access immediately, with or without notice, and without liability to you, if Plainshare believes that you have violated any of these terms or interfered with the use of the platform or service by others.

## **7. DISCLAIMER**

The contents published and the offers or requests published by users through the platform are not offered or provided by Plainshare. Plainshare's services are limited to providing the platform to facilitate the posting of such offers and requests for services or jobs and to facilitate the connection of users posting and offering offers and requests for jobs within the platform. Plainshare is at no time responsible for the content or the offers and requests posted by users on the website.

Plainshare is not responsible for the accuracy, safety or legality of the content, offers and applications posted on the platform by users. Plainshare makes no representations or warranties about the services or jobs posted by users through bids and offers within the platform. The services and jobs offered by users through offers and solicitations are the sole and exclusive responsibility of the users. The acceptance of offers or requests for services and jobs published on the platform is at your own risk and responsibility.

Disputes arising between users will be resolved by the users themselves. Plainshare does not accept any claims in relation to the services or jobs offered through the offers and requests published through the platform, nor does it accept any claims for the agreements that users enter into through the platform. The agreements for services or jobs established between users

through the platform are the sole and exclusive responsibility of the users themselves. Please verify the content of offers or requests before posting or accepting any offer or request.

Plainshare is not responsible for damages to the physical or moral integrity of persons, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on the platform. Communications and relationships established between users as a result of any connection within the platform are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any type of claim or legal action against one or more other users or against Plainshare, each and every user involved in such claims or actions exempts Plainshare from any liability.

By using the platform and the functionalities included in the platform, you accept personal responsibility for the results of the use of the platform and our services. You agree that Plainshare does not guarantee any results, benefits or failures as a result of your use of our platform. You acknowledge and agree that your ultimate success or failure to use the platform and the content available on the platform will be the result of your own efforts, your particular situation and a number of other circumstances beyond Plainshare's control.

## **8. DISPUTES BETWEEN USERS**

Your interactions with other users encountered through the Plainshare platform, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the users. You should make any investigation you deem necessary or appropriate before proceeding with any online or offline transaction with any user through the platform. You agree that Plainshare shall not be liable for any loss or damage of any kind incurred as a result of any such transactions.

If there is a dispute between users, you agree that Plainshare, in its sole discretion, may provide a settlement or decision, provided that Plainshare shall in no event be under any obligation to become involved in any dispute. In connection with disputes with any other user, you agree to indemnify Plainshare against any and all claims, demands and damages, actual and consequential, of every kind and nature, known and unknown, that are related to such dispute or our determinations thereon.

## **9. THIRD-PARTY MATERIALS.**

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

## **10. COPYRIGHT**

All content included on this platform, such as text, graphics, logos, images, videos, audio clips, data compilations and software, is the property of Plainshare and its user content providers and is protected by international copyright laws. The compilation of all content on this platform is the exclusive property of Plainshare and its user content providers and is protected by international copyright laws. All software used on this platform is the property of Plainshare or its software suppliers and is protected by international copyright laws.

Users can publish and share content through the platform. By posting your content through Plainshare, you agree and consent that your content may be publicly displayed on the platform and may be shared by other users of the platform. By posting and sharing your content and the content of other users, you also agree not to modify or remove, directly or indirectly, any copyright, trade name, service mark, trademark or any other property displayed in the content available on Plainshare. Any alteration or use of the content outside the guidelines of these terms violates intellectual property rights and may be subject to claims or lawsuits. By accessing our platform, you do not have any right or title to the content available or other intellectual property.

## **11. COPYRIGHT COMPLAINTS**

Plainshare will respond to all inquiries, complaints and claims relating to alleged infringement by breach or violation of the provisions contained in the Netherlands and international copyright and intellectual property laws and regulations. Plainshare respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the Plainshare platform or website infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- A statement specifically identifying the location of the infringing material, with enough detail that Plainshare may find it on the website.
- Your name, address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **12. USER CONTENT**

Some features of the platform allow users to provide and upload content, which can be composed of messages, images, video, text and others, and publish that user content on the

platform. The user retains any copyrights he may have on the user content he publishes on the platform. However, we need some permission from you to publish the content. Plainshare is not responsible for the accuracy, security or legality of user content published on the platform. Users are solely and exclusively responsible for their content and the consequences of publishing their content on the platform. Plainshare, nor its directors, agents, employees and partners shall have any responsibility for the content published by users on the platform.

By providing, publishing and sharing content through the platform, you grant Plainshare a worldwide, non-exclusive, royalty-free and fully paid (with the right to sublicense) right and license to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting to display and distribute your user content, in whole or in part on the platform and through any media channel.

### **13. USER CONTENT REPRESENTATIONS AND WARRANTIES**

Plainshare disclaims all liability in connection with user content. You are solely responsible for your content and the consequences of providing content through the platform. By providing content through the platform, you affirm, represent and warrant that:

- You are the creator and owner of the content or have the necessary licenses, rights, consents and permissions to authorize Plainshare to display your content through the platform.
- Your content, and the use of your content as contemplated by these Terms, does not and will not (i) infringe, violate or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, right of privacy, right of publicity or any other intellectual property or proprietary right; (ii) libel, defame, slander or invade any other person's right of privacy, publicity or other proprietary rights; or (iii) cause Plainshare to violate any law or regulation.
- Your content may not be considered by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate.
- Your content does not and will not contain hateful content, threat of physical harm or harassment.

### **14. USER CONTENT DISCLAIMER**

We are under no obligation to edit or control user content that you or other users post or publish, and will not be in any way responsible or liable for user content. Plainshare may, however, at any time and without prior notice, screen, remove, edit, or block any user content that in our sole judgment violates these terms or is otherwise objectionable. You understand that when using the service, you will be exposed to user content from a variety of sources and acknowledge that user content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Plainshare with respect to user content. If notified by a user or content owner that user content allegedly does not conform to these terms, we may investigate the allegation and

determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. For clarity, Plainshare does not permit copyright-infringing activities on the service.

## **15. PROHIBITED ACTIVITIES**

The content and information available on the platform (including, but not limited to, data, information, text, sound, photos, graphics, video, icons or other material), as well as the infrastructure used to provide such content and information, is the property of Plainshare or the respective users content providers. Based on this information, the following activities are prohibited:

- Use the platform or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by Plainshare.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the platform.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the platform for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the services into any other platforms or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Plainshare in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the platform or features that prevent or restrict use or copying of any content.

## **16. DISCLAIMER OF WARRANTIES**

Plainshare will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet Plainshare provide and maintains the platform on an "as is", "as available" basis and makes no promise that use of the platform will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our platform may from time to time contain links to other platforms or websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse Plainshare for any loss or damage caused as a result.

Plainshare will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Plainshare excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Plainshare and Plainshare shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the platform.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform.
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the platform, or from transmissions via emails or attachments received from Plainshare.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

## **17. SECURITY COMPONENTS**

You understand that Plainshare and software embodied within Plainshare may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Plainshare and/or content providers who provide content to Plainshare platform. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into Plainshare.

## **18. ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by Plainshare for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

## **19. INDEMNIFICATION**

You agree to defend and indemnify Plainshare from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the platform.

## **20. CHANGES AND TERMINATION**

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the platform constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these terms at any time by notifying you in writing (including by email) or without any warning.

## **21. PERSONAL DATA**

Any personal information you post on or otherwise submit in connection with the use of the platform, will be used in accordance with our privacy policy. Please refer to our privacy policy.

## **22. ASSIGNMENT**

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Plainshare without restriction.

## **23. INTEGRATION CLAUSE**

This agreement together with the privacy policy and any other legal notices published by Plainshare, shall constitute the entire agreement between you and Plainshare concerning and governs your use of the platform.

## **24. DISPUTES**

You agree that any dispute, claim or controversy arising out of or relating to these terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the platform shall be resolved by binding arbitration between you and Plainshare, except that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event a dispute arises in connection with the use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate formal dispute proceedings by sending us a communication through our contact information. Plainshare may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform.

The courts of the Netherlands shall have jurisdiction over any dispute, controversy or claim relating to Plainshare and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of the Netherlands.

## **25. FINAL PROVISIONS**

These terms and conditions are governed by the laws of the Netherlands. Use of our platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

Our performance of these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our platform or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

## **26. CONTACT US**

If you have questions or concerns about these terms, please contact us through the contact information below:

**Plainshare.**

**[Plainshare.contact@gmail.com](mailto:Plainshare.contact@gmail.com)**