In addition to the standard EULA laws these additional custom end user terms apply:

#### 1. License to Use

Subject to these Terms, Martin Garrix BV and Wij doen dingen BV grants User a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to download, display and use the App, including text, graphics, images, photographs, videos, data, displays, illustrations and other content associated with the App, for personal non-commercial use in connection with the Services. This license does not include any right to you, and you will not: (a) sell, resell or commercially use the App and/or Martin Garrix Content; (b) copy, reproduce, distribute, publicly perform or publicly display the App and/or Martin Garrix Content; (c) modify the App and/or Martin Garrix Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of the App and/or Martin Garrix Content; (d) use any data mining, robots or similar data gathering or extraction methods on the App; and (e) use the App and/or Martin Garrix Content other than for their intended purposes.

The App is protected by the copyright laws of The Netherlands, international treaties and conventions, and other laws, and Martin Garrix BV and Wij doen dingen BV retains all right, title and interest in and to the App, including all intellectual property rights associated with the App. Except as expressly granted above, you have no intellectual property rights in the App (including any rights to use the trademarks, trade names, service marks, logos, domain names, and other distinctive brand features), and Martin Garrix BV and Wij doen dingen BV reserves all rights not expressly granted to you.

#### 2. Prohibited Conduct

You agree to use the App in accordance with these Terms and applicable laws and regulations. You will not violate any applicable law, contract, intellectual property or other third-party right to commit a tort, and you are solely responsible for you conduct while accessing or using the App. In connection with your use of the App and the Services, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Impersonate another person or log into an account which you are not authorized to access:
- Use or attempt to use another User's account without authorization from that User and Martin Garrix:
- Use the App in a commercial manner, rather than for personal and non-commercial recreation;
- Use the App in a manner inconsistent with these Terms, Rules, or applicable law;
- Use the App in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the use of the App and the Services or that could damage, disable, or impair the functioning of the App and the Services in any manner, including with respect to Martin Garrix BV or Wij doen dingen BV's network or network security;
- Interfere or attempt to interfere with services or any user, host or network, including by way of introducing a virus, overloading, "flooding" or crashing, or sending unsolicited emails, promotions or advertisements;
- Reverse engineer, decompile, or disassemble any aspect of the App or do anything that
  might discover source code or bypass or circumvent measures employed to prevent or
  limit access to any part of the App; or

 Develop or use any third-party applications that interact with the App or Services without our prior written consent, including any scripts designed to scrape or extract data from the App.

### 3. Right to Terminate Accounts

If you are in breach of any of these Terms, we reserve the right, in our sole discretion, to terminate your right to access or use of the App. We are not responsible for any loss, damage or harm related to your inability to access or use the App based on such termination.

## 4. Ownership of content

Intellectual Property Rights

Martin Garrix BV and/or Wij doen dingen BV are the owners or the licensees of all intellectual property rights in the App, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. In accessing the App you agree that you will access its contents and use the Services solely for your personal, non-commercial use. The App, including parts of it, may not be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of Martin Garrix BV and Wij doen dingen BV. This excludes the downloading, copying and/or printing of pages of the App for personal, non-commercial home use only.

# 5. Right to Update or Modify Terms

Modification of the Terms

We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. Please check the Terms periodically for any changes. Your continued use of the App after the changes become effective constitutes your binding acceptance of such changes. If you do not agree to the amended Terms, you must stop accessing and using the App.

### 6. Warranty and disclaimer

We endeavor to provide the best service we can, but you understand and agree that this App is provided "as is" and "as available", without express or implied warranty or condition of any kind. You use the App at your own risk. To the fullest extent permitted by applicable law, Martin Garrix BV and/or Wij doen dingen BV makes no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither Martin Garrix BV nor Wij doen dingen BV warrants that the App is free of malware or other harmful components. No advice or information whether oral or in writing obtained by you from the App shall create any warranty on behalf of Martin Garrix BV and/or Wij doen dingen BV in this regard. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law. This does not affect your statutory rights as a consumer.

### 7. Disclaimer of Liability

Limitation of liability

Martin Garrix BV and Wij doen dingen BV and our affiliates, directors, officers, stockholders, employees, licensors, suppliers and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss or profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from: (a) your use of the App of inability to use the App; (b) your access to or inability

to access the App; (c) the conduct or content of other users or third parties on or through the Services; or (d) unauthorized access, use or alteration of your content.

# 8. Governing Law

Governing Law / Jurisdiction

The Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the Netherlands, without regard to choice or conflicts of law principles.