

Betoobe Online Policies

User Agreement

1.Introduction1.1 Community

betoobe is a community. Its mission is to connect freelancers allowing them to be more productive and successful. Basically, by using this platform, you enter into a contract with betoobe which, in turn, provides services designed to promote professional development, support mutual exchanges and stimulate business opportunities within and beyond the community.

1.2 Contract

You agree that by clicking "Join Now", "Join betoobe", "Sign Up" or similar, registering, accessing or using our Services (described below), **you are agreeing to enter into a legally binding contract** with betoobe (even if you are using our Services on behalf of a company e.g. your consultancy company). This means that you become an **account holder**.

If you do not agree to this contract ("User Agreement"), do **not** click "Join Now" (or similar) and do not access or otherwise use any of our Services.

If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

1.3 Services

This Contract applies to betoo.be, and other betoobe-related sites, apps, communications and other services offered under this Contract ("Services"). Registered users of our Services are "Members" and unregistered users are "Visitors". When you register and join the betoobe Service, you become a Member. If you have chosen not to register for our Services, you can access the home pages as a "Visitor."

1.4 betoobe

betoobe is a trademark © of WinIgnite BVBA. You are entering into this Contract with WinIgnite BVBA (also referred to as "we" and "us"), the company managing the Services:

Winlgnite BVBA, Company Register BE719.778.701, registered office at B-1930 Zaventem, Belgium Da Vincilaan 1.

1.5 Change

We may modify this User Agreement from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

2.Obligations2.1 Service Eligibility

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one betoobe account which must be in your real name; and (3) you are not already restricted by betoobe from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older for betoobe to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 Your Account

As a Member you are an account holder. Therefore, you are responsible for anything that happens through your account unless you close it or report misuse. You agree to: (1) use a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections) and (4) follow the law and our list of Do's and Don'ts and <u>Professional Community Policies</u>.

2.3 Payment

If you buy any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes. Failure to pay these fees and taxes will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- If you purchase a subscription, your payment instrument of choice automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, remember to cancel your subscription before the renewal date! Learn how to cancel or suspend your Premium Services [here].
- Your purchases of Services are subject to betoobe's refund policy.

You can get a copy of your invoices: go to your betoobe Membership settings under "Payments".

2.4 Sharing

Our Services allow messaging and sharing of information in many ways: publishing your profile, links to news articles, job postings, messaging and blogs. Information and content that you share or post can be seen by other Members. We will respect the choices you make about who can see content. For job searching activities the default setting is to not notify your network or the public. If you apply for a job through our Service or opt to signal that you are interested in a job, our default is to share it only with the job poster.

3.Rights and Limits3.1 Your content

You own the content that you submit or post to the Services. Therefore, you alone are liable for your content that will have to comply with all applicable laws, including regulations about non-discrimination, anti-racism, privacy and intellectual property. Your content should be truthful, reliable and accurate and non-offensive to any Member.

By using the Services, you agree to grant betoobe and its affiliates the following non-exclusive license: a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.

These rights are limited in the following ways:

3.1.1 You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

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- 3.1.2 We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your postings and publications may be visible and included with ads, as noted in the <u>Privacy Policy</u>.
- 3.1.3 We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public", we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable though their services.
- 3.1.4 Exceptionally, we may find it necessary for the purpose of providing our Services to edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), but we will not modify the meaning of your expression.
- 3.1.5 Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a <u>Creative Commons license</u>.

You agree that betoobe may access, store, process and use any information and personal data that you provide in accordance with the terms of the <u>Privacy Policy</u> and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to betoobe, you agree that betoobe can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights), nor will it be discriminatory, racist, offensive or violate any other laws. You agree that your profile information will be truthful.

3.2 Service Availability

We may change or discontinue any of our Services. betoobe is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our <u>Privacy Policy</u>.

3.3 Other Content, Sites and Apps

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By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, maybe even misleading, illegal, offensive or otherwise harmful. As a principle, betoobe does not review content provided by our Members or others because we only provide the platform for Members to publish their content, without prior screening or any form of censorship. You agree that we are not responsible for others' (including other Members') content or information. We cannot prevent possible misuse of the Services, and you agree that we are not responsible for others are not responsible for any such misuse.

You are responsible for deciding if you want to access or use third-party apps or sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your betoobe account, that app or site can access information on betoobe related to you and your connections. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. betoobe is not responsible for these other sites and apps and you should use these at your own risk.

3.4 Intellectual Property Rights of betoobe

betoobe reserves its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. betoobe, WinIgnite, and "betoo" logos and other betoobe trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of WinIgnite bvba.

3.5 Automated Processing

We will use the information and data that Members gave us to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend training programs or jobs to you. Keeping your profile accurate and up to date helps us making these recommendations more relevant.

4.Disclaimer and Limit of Liability4.1 No Warranty

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

TO THE EXTENT ALLOWED UNDER LAW, BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

4.2 Exclusion of Liability

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TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS BETOOBE HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF BETOOBE AND ITS AFFILIATES (AND THOSE THAT BETOOBE WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, A MAXIMUM AMOUNT OF TWELVE MONTHS MEMBERSHIP FEES.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THIS USER AGREEMENT BETWEEN YOU AND BETOOBE AND SHALL APPLY TO ALL CLAIMS (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF BETOOBE OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

5.Suspension and Termination

Parties may terminate this Contract at any time with notice to the other. You can close your account on the membership section of your profile. On termination, you lose the right to access or use the Services. The following shall survive termination:

- betoobe's rights to use and disclose your feedback;
- Members' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 4, 6, 7, and 8.2 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

betoobe reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. betoobe reserves the right to restrict, suspend, or terminate your account if betoobe believes that you may be in breach of this User Agreement or the law or are misusing the Services (e.g., violating any of the Do's and Don'ts or **Professional Community Policies**).

6. Governing Law and Dispute Resolution

You and WinIgnite BVBA agree that the laws of Belgium, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and WinIgnite BVBA agree that claims and disputes can be litigated only in Brussels, Belgium, and we each agree to personal jurisdiction of the courts located in Brussels, Belgium.

7.General Terms

If a court with authority over this User Agreement finds any part of it unenforceable, we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

To the extent allowed by law and the Belgian courts, the English language version of this User Agreement is binding, and other translations are for convenience only. This User Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements, correspondence, proposals and verbal understandings for the Services.

If we do not act to enforce a breach of this Contract, that does not mean that betoobe has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that betoobe may assign this Contract to its affiliates or a third party without your consent.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8.Do's and Don'ts 8.1 Do's

You agree that you will:

- 8.1.1 Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- 8.1.2 Provide accurate information to us and keep it updated;
- 8.1.3 Use your real name on your profile; and
- 8.1.4 Use the Services in a professional manner.

8.2 Don'ts

You agree that you will not:

- 1. Create a false identity on betoobe, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;
- Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles or other data from the Services;
- 3. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- 4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of betoobe;
- 5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
- 6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may explicitly give in writing or by posting under a Creative Commons license;
- 7. Violate the intellectual property or other rights of betoobe, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word "betoobe" or our logos in any business name, email, or URL except with our prior consent;
- 8. Post anything that contains software viruses, worms, or any other harmful code;
- 9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- 10. Imply or state that you are affiliated with or endorsed by betoobe without our express consent (e.g., representing yourself as an accredited betoobe trainer);
- 11. Trade, sell, license otherwise monetize the Services or related data or access to the same, without betoobe's consent;
- 12. Deep link to our Services for any purpose other than to promote your profile or a Group on our Services, without betoobe's consent;

- 13. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- 14. Monitor the Services' availability, performance or functionality for any competitive purpose;
- 15. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- 17. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- 18. Violate the <u>Professional Community Policy</u> or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a <u>policy and process</u> for complaints concerning content posted by our Members.

10. Notices

If you want to send us notices or service of process, please contact us by mail at **[email]** or by post at WinIgnite BVBA, c/o betoobe, Da Vincilaan 1, B-1930 Zaventem.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You undertake to keep your contact information up to date. Please review your personal settings to control messages you receive from us.



Your privacy matters to us

betoobe's mission is to connect freelancers to allow them to be more productive and successful. Central to this mission is our commitment to be transparent about the data we collect about you, how it is used and with whom it is shared.

This Privacy Policy applies when you use our Services (described below). We offer our users choices about the data we collect, use and share as described in this Privacy Policy.

1.Controller

betoobe (https://betoo.be) is an online Professional Development Network for Freelancers managed by WinIgnite BVBA, with registered office at B-1930 Zaventem, Da Vincilaan 1, Company Register BE0719.778.70.

WinIgnite BVBA will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services. As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this <u>Privacy Policy</u> (which includes our <u>Cookie</u> <u>Policy</u> and other documents referenced in this policy) and its updates.

2.Change

betoobe ("we" or "us") can modify this Privacy Policy, and if we make material changes to it, we will provide notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. If you object to any changes, you can close your account without notice or indemnity.

You acknowledge that your continued use of our Services after we publish or send a notice about our changes to this Privacy Policy means that the collection, use and sharing of your personal data is subject to the updated Privacy Policy.

We may modify this Contract, our <u>Privacy Policy</u> and our <u>Cookie Policy</u> from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree

that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

3.Data we collect3.1 Data you provide to us

Registration

To create an account you need to provide data including your name, email address and/or mobile number, and a password. If you register for a premium Service, you will need to provide payment (e.g., credit card) and billing information.

<u>Profile</u>

You have choices about the information on your profile, such as your education, work experience, skills, photo, city or area and endorsements. You do not have to provide additional information on your profile; however, profile information helps you to get more from our Services, including helping business opportunities find you. It's your choice whether to include sensitive information on your profile and to make that sensitive information public. Please do not post or add personal data to your profile that you would not want to be publicly available.

Posting and Uploading

We collect personal data from you when you provide, post or upload it to our Services, such as when you fill out a form, (e.g., with demographic data or rate), respond to a survey, or submit a resume. If you opt to import your address book, we receive your contacts (including contact information your service provider(s) or app automatically added to your address book when you communicated with addresses or numbers not already in your list).

If you sync your contacts or calendars with our Services, we will collect your address book and calendar meeting information to keep growing your network by suggesting connections for you and others, and by providing information about them, e.g. times, places, attendees and contacts.

You do not have to post or upload personal data; though if you do not, it may limit your ability to grow and engage with your network over our Services.

3.2 Data from others

Content and News

You and others may post content that includes information about you (as part of articles, posts, comments, videos) on our Services. Unless you opt-out, we collect public information about you, such as professional-related news and accomplishments (e.g., speaking at conferences, patents

granted, professional recognition, projects) and make it available as part of our Services (e.g. suggestions for your profile, or notifications of mentions in the news).

Contact and Calendar Information

We receive personal data (including contact information) about you when others import or sync their contacts or calendar with our Services, associate their contacts with Member profiles, or send messages using our Services (including invites or connection requests). If you or others optin to sync email accounts with our Services, we will also collect "email header" information that we can associate with Member profiles.

Partners **-**

We receive personal data about you when you use the services of our customers and partners, such as clients, prospective clients and applicant tracking systems providing us job application data.

Related Companies and Other Services

We receive data about you when you use some of the other services provided by us or our affiliates. For example, you may choose to send information about your contacts in apps and services to us for improved professional networking activities on our Services.

4.Service Use

We log usage data when you visit or otherwise use our Services, including our sites, app and platform technology (e.g., our live chat services), such as when you view or click on content (e.g., learning video) or ads, perform a search, install or update one of our mobile apps, share articles or apply for jobs. We use log-ins, cookies, device information and internet protocol ("IP") addresses to identify you and log your use.

4.1 Cookies, web beacons and similar technology

As further described in our <u>Cookie Policy</u>, we use cookies and similar technologies (e.g., web beacons, pixels, ad tags and device identifiers) to recognize you and/or your device(s) on, off and across different Services and devices. We also allow some others to use cookies as described in our Cookie Policy (e.g. Google Ads). You can control cookies through your browser settings and other tools.

4.2 Your device and location

It is inevitable due to the functioning of the World Wide Web that whenever you visit or leave our Services (including our plugins or cookies or similar technology on the sites of others), we receive the URL of both the site you came from and the one you go to next. For the same reason, we get information about your IP address, proxy server, operating system, web browser and add-ons, device identifier and features, and/or ISP or your mobile carrier.

4.3 Messages

We collect information about you when you send, receive, or engage with messages in connection with our Services. For example, if you get a connection request, we track whether you have acted on it and will send you reminders. We also use automatic scanning technology on messages.

4.4 Other

Our Services are dynamic, and we often introduce new features, which may require the collection of new information. Before we collect materially different personal data or materially change how we use your data, we will notify you about the purpose, legal basis and possible transfer and may also modify this Privacy Policy.

5. How we use your data

How we use your personal data will depend on which Services you use, how you use those Services and the choices you make in your settings. We use the data that we have about you to provide and personalize, including with the help of automated systems and inferences we make, our Services (including ads) so that they can be more relevant and useful to you and others.

5.1 Services

We use your data to execute the contract between you and betoobe.

Be connected

Our Services allow you to stay in touch and up to date with peers, partners, clients, and other professional contacts. To do so, you will "connect" with the professionals who you choose, and who also wish to "connect" with you. Subject to your settings, when you connect with other Members, you will be able to search each others' connections in order to exchange professional opportunities.

We will use data about you (such as your profile, profiles you have viewed or data provided through address book uploads or partner integrations) to help others find your profile, suggest connections for you and others (e.g. Members who share your contacts or job experiences) and enable you to invite others to become a Member and connect with you. You can also opt-in to allow us to use your precise location or proximity to others for certain tasks (e.g. to suggest other nearby Members for you to connect with, calculate the commute to a new job, or notify your connections that you are or will be at a professional event). It is your free choice whether to invite someone to our Services, send a connection request, or allow another Member to become your connection. When you invite someone to connect with you, your invitation will include your name, photo, network and contact information. We will send invitation reminders to the person you invited. You can choose whether to share your own list of connections with your connections.

Visitors have choices about how we use their data.

Be informed

Our Services allow you to stay informed about news, events and ideas regarding professional topics you care about, and from professionals you respect. Our Services also allow you to improve your professional skills or learn new ones. We use the data we have about you (e.g., data you provide, data we collect from your engagement with our Services and inferences we make from the data we have about you), to recommend relevant content and conversations on our Services, suggest skills you may have to add to your profile and skills that you might need to pursue your next opportunity. So, if you let us know that you are interested in a new skill, we will use this information to personalize content in your feed, suggest that you follow certain members on our site, or watch related learning content to help you towards that new skill. We use your content, activity and other data, including your name and picture, to provide notices to your network and others. For example, subject to your settings, we may notify others that you have updated your profile, posted a blog, took a social action, made new connections or were mentioned in the news.

Be productive

Our Services allow you to collaborate with peers, search for potential clients, customers, partners and others to do business with. Our Services allow you to communicate with other Members and schedule and prepare meetings with them. If you choose so, we scan messages to provide "bots" or similar tools that facilitate tasks such as scheduling meetings, drafting responses, summarizing messages or recommending next steps.

5.2 Communications

We will contact you through email, mobile phone, notices posted on our websites or apps, messages to your betoobe inbox, and other ways through our Services, including text messages and push notifications. We will send you messages about the availability of our Services, security, or other service-related issues. We also send messages about how to use the Services, network updates, reminders, job suggestions and promotional messages from us and our partners. You may change your communication preferences at any time. Please be aware that you cannot optout of receiving service messages from us, including security and legal notices.

We also enable communications between you and others through our Services, including for example invitations, groups and messages between connections.

5.3 Advertising

We target (and measure the performance of) ads to Members directly using the following data, whether separately or combined:

- Data from advertising technologies like web beacons, pixels, ad tags, cookies, and device identifiers;
- Member-provided information (e.g., profile, contact information, title and industry);
- Data from your use of our Services (e.g., search history, feed, content you read, who you follow or is following you, connections, groups participation, page visits, videos you watch, clicking on an ad, etc.);
- Information from advertising partners and publishers; and
- Information inferred from data described above (e.g., using job titles from a profile to infer industry, seniority, and compensation bracket; using graduation dates to infer age or using first names or pronoun usage to infer gender).

We will show you ads called "sponsored content" which look like non-sponsored content, except that they are labelled "ads" or "sponsored." If you take an action (such as like, comment or share) on these ads, your action is associated with your name and viewable by others, including the advertiser. Subject to your settings, if you take a social action on the betoobe Services, that action may be mentioned with related ads.

Info to Ad Providers

We do not share your personal data with any third-party advertisers or ad networks for their advertising except for: (i) anonymised data; (ii) with your separate permission (e.g., lead generation form) or (iii) data already visible to any users of the Services (e.g. profile). However, if you view or click on an ad on or off our site or apps, the ad provider will get a signal that someone visited the page that displayed the ad, and they may through the use of mechanisms such as cookies determine it is you. Advertising partners can associate personal data collected by the advertiser directly from you with our cookies and similar technologies.

5.4 Marketing

We use data and content about Members for invitations and communications from betoobe promoting membership and network growth, engagement and our Services.

5.5 Developing Services and Research

Service Development

We use data, including public feedback, to conduct research and development for the further development of our Services in order to provide you and others with a better, more intuitive and

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personalized experience, drive membership growth and engagement on our Services, and help connect professionals to each other and to economic opportunity.

<u>Surveys</u>

Polls and surveys are conducted by us and others through our Services. You have no obligation to respond to polls or surveys, and you have choices about the information you provide. You may opt-out of survey invitations.

5.6 Customer Support

We use the data (which can include your communications) to investigate, respond to and resolve complaints and Service issues (e.g., bugs).

5.7 Aggregate Insights

We use your data to produce and share aggregated and anonymised insights that do not identify you. For example, we may use your data to generate statistics about our members, their profession or industry, to calculate ad impressions served or clicked on, or to publish visitor demographics for a Service or demographic workforce insight.

5.8 Security and Investigations

We use your data (including your communications) if we think it's necessary for security purposes or to investigate possible fraud or other violations of our User Agreement or this Privacy Policy and/or attempts to harm our Members or Visitors.

6.How We Share Information6.1 Our Services

<u>Profile</u>

Your profile is fully visible to all Members and customers of our Services. Your settings, degree of connection with the viewing Member, the subscriptions they may have, their usage of our Services, access channels and search types (e.g., by name or by keyword) impact the availability of your profile and whether they can view certain fields in your profile.

Posts, Likes, Follows, Comments, Messages

Our Services allow viewing and sharing information including through posts, likes, follows and comments.

• When you share an article or a post (e.g., an update, image, video or article) publicly it can be viewed by everyone and re-shared anywhere (subject to your settings). Members will be

able to find and see your publicly-shared content, including your name (and photo if you have provided one).

- In a group, posts are visible to others in the group. Your membership in groups is public and part of your profile, but you can change visibility in your settings.
- Any information you share through companies' or other organizations' pages on our Services will be viewable by it and others who visit those pages.
- When you follow a person or organization, you are visible to others and that "page owner" as a follower.
- We let senders know when you act on their message, subject to your settings where applicable.
- When you like or re-share or comment on another's content (including ads), others will be able to view these "social actions" and associate it with you (e.g., your name, profile and photo if you provided it).

6.2 Communication archival

Some Members need, for legal or professional compliance, to archive their communications and social media activity, and will use services of others to provide these archival services. We enable archiving of messages by those Members outside of our Services. For example, a financial advisor needs to archive communications with her clients through our Services in order to maintain her professional financial advisor license.

6.3 Related Services

We will share your personal data with our affiliates to provide and develop our Services. We may combine information internally across the different Services covered by this Privacy Policy to help our Services be more relevant and useful to you and others.

6.4 Service Providers

We use others to help us provide our Services (e.g., maintenance, analysis, audit, payments, fraud detection, marketing and development). They will have access to your information as reasonably necessary to perform these tasks on our behalf and are forbidden to disclose or use it for other purposes.

6.5 Legal disclosures

It is possible that we will need to disclose information about you when required by law or legal process or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate,

prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce our agreements with you, (3) investigate and defend ourselves against any third-party claims or allegations, (4) protect the security or integrity of our Service (such as by sharing with companies facing similar threats); or (5) exercise or protect the rights and safety of betoobe, our Members, personnel, or others. We will notify Members about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we cannot guarantee challenging every demand.

6.6 Change in control or sale

We can also share your personal data as part of a sale, merger or change in control of betoobe, or in preparation for any of these events. Any other entity which buys betoobe or part of our business will have the right to continue to use your data, but only in the manner set out in this Privacy Policy unless you agree otherwise.

7.Your choices & obligations7.1 Data Retention

We retain your personal data while your account is in existence or as needed to provide you Services. This includes data you or others provided to us and data generated or inferred from your use of our Services. Even if you only use our Services when looking for a new job every few years, we will retain your information and keep your profile open until you decide to close your account. In some case we choose to retain certain information in an anonymised form.

7.2 Rights to access and control personal data

We provide many choices about the collection, use and sharing of your data, from deleting or correcting data you include in your profile and controlling the visibility of your posts to advertising opt-outs and communication controls. We offer you settings to control and manage the personal data we have about you.

For personal data that we have about you:

• **Delete Data**: You can ask us to erase or delete all or some of your personal data (e.g., if it is no longer necessary to provide Services to you).

- **Change or Correct Data**: You can edit some of your personal data through your account. You can also ask us to change, update or fix your data in certain cases, particularly if it is inaccurate.
- **Object to, or Limit or Restrict, Use of Data**: You can ask us to stop using all or some of your personal data (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal data is inaccurate or unlawfully held).
- **Right to Access and/or Transfer your data**: You can ask us for a copy of your personal data and can ask for a copy of personal data you provided in machine readable form.

You may also contact us using the contact information below, and we will consider your request in accordance with applicable laws.

7.3 Account termination

If you choose to close your betoobe account, your personal data will generally stop being visible to others on our Services within 24 hours. We generally delete closed account information within 30 days of account closure, except as noted below.

We retain your personal data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our User Agreement, or fulfill your request to "unsubscribe" from further messages from us. We will retain anonymised information after your account has been closed.

Information you have shared with others will remain visible after you closed your account or deleted the information from your own profile or mailbox, and we do not control data that other Members copied out of our Services. Groups content and ratings or review content associated with closed accounts will show an unknown user as the source. Your profile may continue to be displayed in the services of others (e.g., search engine results) until they refresh their cache.

8.Other Important Information8.1 Security

We implement security safeguards designed to protect your data, such as HTTPS. We regularly monitor our systems for possible vulnerabilities and attacks. However, we cannot warrant the security of any information that you send us. There is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

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8.2 Cross-Border Data Transfers

betoobe does not process personal data outside the European Union. Our platform is hosted in France.

8.3 Lawful Bases for Processing

We will only collect and process personal data about you when we have lawful bases. Lawful bases include consent (where you have given consent), contract (where processing is necessary for the performance of a contract with you (e.g. to deliver the betoobe Services you have requested) and the legitimate interest of betoobe.

Where we rely on your consent to process personal data, you have the right to withdraw or decline your consent at any time and where we rely on legitimate interests, you have the right to object. If you have any questions about the lawful bases upon which we collect and use your personal data, please contact our Data Protection Officer <u>here</u>.

8.4 Contact or complaints

If you have questions or complaints regarding this Policy, please first contact betoobe online. You can also reach WinIgnite byba by post at WinIgnite BVBA, Da Vincilaan 1, B-1930 Zaventem.

If contacting us does not resolve your complaint, you have more options. You also have the right to contact our Data Protection Officer <u>here</u>. You have the right to file a complaint with the Belgian Privacy Commission: <u>https://www.gegevensbeschermingsautoriteit.be/</u>

Cookie Policy

At betoobe, we believe in being clear and open about how we collect and use data related to you. In the spirit of transparency, this policy provides detailed information about how and when we use cookies. This cookie policy applies to any betoobe product or service that links to this policy or incorporates it by reference.

1. Does betoobe use cookies?

Yes. As described in our Privacy Policy, we use cookies and other technologies to ensure everyone who uses betoobe has the best possible experience. Cookies also help us keep your account safe. By continuing to visit or use our services, you are agreeing to the use of cookies and similar technologies for the purposes we describe in this policy.

1.1 What is a cookie?

A cookie is a small file placed onto your device that enables betoobe features and functionality. For example, cookies enable us to identify your device, secure your access to betoobe and our sites generally, and even help us know if someone attempts to access your account from a different device. Cookies also enable you to easily share content on betoobe and help us serve relevant ads to you.

1.2 When does betoobe place cookies?

We use cookies on our sites and mobile applications. Any browser visiting these sites will receive cookies from us. We also place cookies in your browser when you visit non-betoobe sites that host our plugins or tags.

1.3 What types of cookies does betoobe use?

We use two types: persistent cookies and session cookies. A persistent cookie helps us recognize you as an existing user, so it's easier to return to betoobe or interact with our services without signing in again. After you sign in, a persistent cookie stays in your browser and will be read by betoobe when you return to one of our sites or a partner site that uses our services. Session cookies only last for as long as the session (usually the current visit to a website or a browser session).

1.4 What are cookies used for?

Cookies can be used to recognize you when you visit betoobe, remember your preferences, and give you a personalized experience that's in line with your settings. Cookies also make your interactions with betoobe faster and more secure. Additionally, cookies allow us to bring you advertising on betoobe sites and bring customized features to you through betoobe plugins.

Categories of Use

- **Authentication**: If you're signed in to betoobe, cookies help us show you the right information and personalize your experience.
- **Security**: We use cookies to enable and support our security features, and to help us detect malicious activity and violations of our User Agreement.
- **Preferences, features and services**: Cookies can tell us which language you prefer and what your communications preferences are. They can help you fill out forms on betoobe more easily. They also provide you with features, insights, and customized content in conjunction with our plugins. You can learn more about plugins in our Privacy Policy.
- **Advertising**: We may use cookies to show you relevant advertising both on and off the betoobe site. We may also use a cookie to learn whether someone who saw an ad later visited and took an action (e.g. downloaded a white paper or made a purchase) on the advertiser's site. Similarly, our partners may use a cookie to determine whether we've shown an ad and how it performed or provide us with information about how you interact with ads. We may also work with a partner to show you an ad on or off betoobe, such as after you've visited a partner's site or application.
- **Performance, Analytics and Research**: Cookies help us learn how well our site and plugins perform in different locations. We also use cookies to understand, improve, and research products, features, and services, including when you access betoobe from other websites, applications, or devices such as your work computer or your mobile device.

1.5 What is Do Not Track (DNT)?

DNT is a concept that has been promoted by regulatory agencies such as the U.S. Federal Trade Commission (FTC), for the Internet industry to develop and implement a mechanism for allowing Internet users to control the tracking of their online activities across websites by using browser settings. The World Wide Web Consortium (W3C) has been working with industry groups, Internet browsers, technology companies, and regulators to develop a DNT technology standard. While some progress has been made, it has been slow. No standard has been adopted to this date. As such, betoobe does not generally respond to "do not track" signals.

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2.How are cookies used for advertising purposes?

Cookies and other ad technology such as beacons, pixels, and tags help us serve relevant ads to you more effectively. They also help us provide aggregated auditing, research, and reporting for advertisers, understand and improve our service, and know when content has been shown to you. Note: Because your web browser may request advertisements and beacons directly from third party ad network servers, these networks can view, edit, or set third party cookies, just as if you had requested a web page from their site. Ads served by betoobe may also set third party cookies.

If you are logged in on betoo.be, or another Service that references this Cookie Policy or browsing a third party partner site of betoobe and one of our cookies on your device identifies you, your usage (such as your browsing behaviour) and log data (such as your IP address), will be associated by us with your account as noted in our Privacy Policy. We also use aggregate data from third parties and data from your profile and betoobe activity.

If you are a betoobe member but logged out of your account on a browser, betoobe may still continue to log your interaction with our services on that browser for up to 30 days in order to generate usage analytics for our services, which analytics we may share in aggregate form with our advertising customers.

Unless you clear these cookies from your browser, we may use this information to:

- provide more relevant, interest-based advertising
- provide aggregate reports of ads activity to advertisers and websites hosting the ads
- help website and app owners understand how visitors engage with their sites or apps
- detect and defend against fraud and other risks to protect users and partners
- improve our products.

For further information regarding our use of cookies and similar technologies for advertising purposes, and the controls available to Members, please see our Privacy Policy.

2.1 What third-party cookies does betoobe use?

Our cookie table lists some of the third-party cookies on our sites. Please note that the names of cookies, pixels and other technologies may change over time. Please also note that companies

and other organizations that sponsor pages on betoobe may use cookies, pixels or other technologies on their betoobe pages to learn about your interest in them.

2.2 Controlling cookies

Most browsers allow you to control cookies through their settings preferences. However, if you limit the ability of websites to set cookies, you may worsen your overall user experience, since it will no longer be personalized to you. It may also stop you from saving customized settings like login information.

3.What to do if you do not want cookies to be set or want them to be removed?

If you do not want to receive cookies, you can change your browser settings on your computer or other device you're using to access our services. If you use betoobe without changing your browser settings, we'll assume that you're happy to receive all cookies on the betoobe website. Most browsers also provide functionality that lets you review and erase cookies, including betoobe cookies. Please note that the betoobe site will not work properly without cookies.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit <u>wikipedia.org</u>, <u>www.allaboutcookies.org</u>, or <u>www.aboutcookies.org</u>.

4. Other helpful resources

To learn more about advertisers' use of cookies the following links may be helpful:

European Interactive Digital Advertising Alliance (EU)

Internet Advertising Bureau (US)

Internet Advertising Bureau (EU)

Browser manufacturers provide help pages relating to cookie management in their products. Please see below for more information.

<u>Google Chrome</u> <u>Internet Explorer</u> <u>Mozilla Firefox</u> <u>Safari (Desktop)</u> <u>Safari (Mobile)</u> <u>Android Browser</u>

For other browsers, please consult the documentation that your browser manufacturer provides.

We may modify our <u>Cookie Policy</u> from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

Copyright Policy

1.Complaints regarding content on the betoobe website

betoobe respects everybody's intellectual property rights of others and will not violate those rights. We require our users to post accurate, lawful content that is not in violation of the rights of third parties (cf. User Agreement). Therefore, betoobe provides a process for submission of complaints concerning content posted by our Members. Our policy and procedures are described and/or referenced in the sections that follow.

Please note that whether or not we disable access to or remove content, betoobe will make a good faith attempt to forward the written notification, including the complainant's contact information, to the Member who posted the content and/or take other reasonable steps to notify the Member that betoobe has received notice of an alleged violation of intellectual property rights or other content violation. It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the accounts of Members, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful content.

Please note that any notice or counter-notice you submit must be truthful. A false notice or counternotice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

2.Claims regarding copyright infringement2.1 Notice of Copyright Infringement:

If you believe in good faith that your copyright has been infringed, you may provide a written communication which contains:

- 1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2. A description of the copyrighted work that you claim has been infringed;
- 3. A description specifying the location on our website of the material that you claim is infringing;
- 4. Your email address and your mailing address and/or telephone number;

- 5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 6. 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.

Please submit your notice to betoobe by mail or by post at WinIgnite BVBA, Da Vincilaan 1, B-1930 Zaventem.

2.2 Counter-Notice:

If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a Counter-Notice. You may provide a written communication which contains:

- 1. Your physical or electronic signature;
- 2. Identification of the material removed or to which access has been disabled;
- 3. A statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- 4. Your full name, your email address, your mailing address, and a statement that you consent to the jurisdiction of the courts of Brussels, Belgium.
- 5. Please submit your Counter-Notice to betoobe by mail.

Professional Community Policy

betoobe puts its Members first when it comes to making important decisions. Innumerable professional conversations can be shared, insights are being exchanged every day on betoobe's Services (defined in the <u>User Agreement</u>). To ensure these discussions help our members be more productive and successful, betoobe has put in place this Professional Community Policy outlining the activities that are acceptable on the Services, and what is inappropriate and may be stopped by betoobe. These rules are intended to provide guidance and restrictions governing your use of, and participation in, our Services.

1.Be Real

Our members need to be real people, providing their real names and accurate information about themselves. It is forbidden to provide misleading information about yourself or your qualifications, work experience, affiliations, or achievements on our Services.

1.1 No impersonation

You may not impersonate others on the Services or mislead, confuse, or deceive others. Pretending to be someone else or to be representing a business in a way that is not truthful is not allowed. You are not allowed to use someone else's name, image, or other personal information to deceive others into thinking you are someone other than yourself or associated with a business or organization when you are not. You also may not use or attempt to use another individual's betoobe account or create a member profile for anyone other than yourself (a real person).

1.2 No misrepresentation

You may not misrepresent your identity or information or mislead, confuse, or deceive others. Do not provide inaccurate information. When choosing a profile picture, you may not use another person's image for your profile. Also, you may not manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services.

2.Be Professional

We acknowledge the value of discussions around professional activities and ask our members to behave professionally by not being dishonest or inappropriate. When creating content on the Services, we ask that you keep your content professional, relevant, and on-topic. Do not share false information or use the Services to shock or intimidate others. Of course, racist, discriminatory, graphic, obscene, or pornographic content or harassment are forbidden.

2.1 Honesty and Authenticity

Be honest, forthright, and respectful. Do not invite people you do not know to join your network, and do not share comments, opinions, or other content in a manner that is intended to be misleading or inaccurate or to conceal a conflict of interest or unlawful motive. You may not use the Services to share false content or information, including news stories, that presents untrue or unverified facts or events as though they are true or likely true. When you share content or endorse someone or something in exchange for personal benefit (including personal or family relationships, monetary payment, free products or services, or other value), you must include a clear and conspicuous notice of the personal benefit you receive.

2.2 Relevance

Your messages, posts, comments, and other content should be on-topic and relevant. The Services provide a professional community for sharing professional content and information, so do not post or otherwise provide content that is irrelevant or inappropriate.

2.3 Adult Content

It is not acceptable to post content containing nudity, sexually explicit material, or pornography. Some adult content may be allowed in an educational, medical, scientific, or professional artistic context so long as it is not gratuitously graphic. The Services are never to be used for sexual exploitation of others, in particular children. You also may not post content that threatens sexual violence or sexual assault. You may not use the Services to engage in or promote escort services, prostitution, or human trafficking.

2.4 Be Nice

We strive to maintain a safe and friendly community for our Members. The Services should not be used to harm others or their career or business prospects or to air personal grievances and disputes. It is forbidden to use the Services to harass, abuse, or send other unwelcome communications to people (e.g., romantic advances, sexually explicit content, junk mail, spam, chain letters, phishing schemes). We do not allow hate speech acts like attacking people because of their race, ethnicity, national origin, gender, sexual orientation, political or religious affiliations, or medical or physical condition. Also, hate groups, terrorists, and those who engage in crimes are not welcome and not permitted on the Services.

2.5 Bullying and Harassment

Bullying or harassment that targets individuals or groups to degrade or shame them is not allowed. This includes, but is not limited to, abusive or humiliating language, sexual advances and innuendo, revealing others' personal or sensitive information or posting content about them without consent, or inciting or engaging others to do any of the same.

2.6 Hate, Violence, and Terrorism

We do not allow organizations or groups that engage in or promote violence or property damage, organized criminal activity, prejudice, or hate. Also, you may not use our Services to express support for such groups or to post content or otherwise use the Services to incite violence or hatred against particular individuals or groups.

Content that depicts terrorist activity, that is intended to recruit for terrorist organizations, or promotes or supports terrorism in any manner, is not tolerated on the Services.

2.7 Harmful Content and Shocking Material

You may not post violent or graphic content or otherwise use the Services with the intent to shock or humiliate others. We do not allow activities that promote, organize, depict or facilitate criminal activity. We also do not allow content depicting or promoting instructional weapon making, drug abuse, and threats of theft. Content or activities that promote or encourage suicide or any type of self-injury, including self-mutilation and eating disorders, is also not allowed.

2.8 Spam

Untargeted, irrelevant, unwanted, unsolicited, unauthorized, inappropriately commercial or promotional, or gratuitously repetitive messages and other similar content are considered spam and are not allowed on the Services. You may not use our invitation features to send messages to people who do not know you or who are unlikely to recognize you as a known contact.

Please make the effort to create original, professional, relevant, and interesting content in order to gain popularity, instead of trying ways to artificially increase the number of views, re-shares, likes, or comments.

2.9 Respect Others' Rights and Follow the Law

Before sharing or using someone else's copyrighted works, trademarks, private information, or trade secrets, please make sure you have the legal right to do so. The Services should not be used for illegal activities, promoting illegal products or to violate the rights of others. Do not use the Services to commit fraud or to try to trick others. Also, do not use the Services to intentionally distribute viruses, worms or other software that can destroy or interrupt others' data or computer devices.

3.Privacy and Publicity

You must respect others' privacy on the Services. You may not solicit email addresses or other personal information from betoobe members you don't know without authorization; use, disclose or distribute any data obtained in violation of any of our policies or agreements; disclose information that you do not have the consent to disclose (such as personal or confidential information of others, including your employer); or post or distribute content depicting children without the necessary consent from such child's legal guardian or parent. Do not use others' names, likenesses or photos to suggest an endorsement of a product, service or investment without their prior consent.

4. Compliance with Law

Your use of the Services must comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. You may not use the Services to create or operate a pyramid scheme (Ponzi scheme), engage in fraud, or to sell or promote forbidden substances like drugs.

5. Copyright and Trademark

We respect the intellectual property rights of others and do not allow copyright infringement. You may not violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license. Please visit betoobe's <u>Copyright Policy</u> to learn more about how to report alleged copyright infringement.

5.1 Respect betoobe's Rights

Please do not violate the rights of betoobe. You can find more information about what this means in our <u>User Agreement</u>. It is also not okay to suggest that you are affiliated with or endorsed by betoobe when you are not. Do not violate our intellectual property rights, scrape the Services, or interfere with or disrupt the Services.

5.2 Unauthorized Access and Use

You may access the Services solely in the manner that we expressly authorize, for the tasks that the Services are intended for. You may not access the Services except through the following https://betoo.be and its mobile applications betoo.be available on Google Play and Apple Store.

5.3 Interference with the Service

You may not interfere with the functionality of, or our rights in, the Services. You may not remove any copyright, trademark or other proprietary rights notices contained in or on the Services.

5.4 Respect Our Rules

You must follow both the spirit and letter of our rules, agreements, and policies. You may not violate any additional terms concerning the specific Services that are provided when you sign up for or start using such Services.

5.5 Notice & take down

Whenever betoobe is duly informed by a Member or third party that content posted on its platform infringes third parties' rights, specific rules or regulations, betoobe will request the Member(s) having posted the litigious content to remove it as soon as possible. In case no voluntary removal occurs within 12 hours, betoobe will take steps to remover or block said content.