

## TERMS OF USE

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Thank you for visiting our website [www.nativenation.eu](http://www.nativenation.eu) owned and operated by Native Nation (hereinafter: “Native Nation”), with registered office in Merchtem, registered in the Belgian Register of legal entities under number 0651.632.241.

Please be sure to read these Terms of Use carefully since any use of the Website constitutes your acceptance of the Terms of Use set out herein. These Terms of Use are applicable to any access and use of the Website and the Platform.

# SIRIUS.LLEGAL

BUSINESS LAW FIRM

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Upon creation of an account, you confirm to have read and accepted these Terms of Use. Visiting the Website, creating an account, signing in to an account and any other use of the Website also constitutes acknowledgement and acceptance of these Terms of Use.

These Terms of Use may be revised or updated, we will send each registered user at each update a link to the latest version of these terms.

## 1. DEFINITIONS

In these Terms of Use, unless the context indicates otherwise, the following words and phrases shall have the meaning indicated below:

**"Registration form"**: the (electronic) form by which a person registers as User of the Website.

**"Account"**: the personal user account created by the Website as soon as the User has registered and completed the Registration Form.

**"Terms of Use"**: underlying Terms of Use under which access to, and use of, the Website is governed.

**"Native Nation"** or **"We/Us"**: Native Nation, with registered office in Merchtem registered in the Belgian Register of legal entities under number 0651.632.241 owner and operator of [www.nativenation.eu](http://www.nativenation.eu).

**"Service"**: the service offered by Native Nation to the User.

**"Content"**: the content uploaded by a User with the intent to display it on his Dashboard and to share it with Native Nation, i.a. photographs, images, texts, etc.

**"User"**: the person who created an Account on the Website and can therefore use the Platform.

**"Personal Data"**: the data by which a User obtains access to the system of Native Nation on the Website.

**"Website"**: the website owned and operated by Native Nation, which can be reached at the address [www.nativenation.eu](http://www.nativenation.eu).

## 2. PURPOSE OF THE WEBSITE

- 2.1. The Website is a platform allowing Users to create a dashboard overview of their social media activities.

## 3. SUBJECT OF THE AGREEMENT

In return for registration by the User, the User obtains a personal account on the Website provided by Native Nation. Native Nation provides the following features:

- Secure user access to his posts, and the engagement on these posts
- A Dashboard where the User has an overview of his actions on different social media platforms; Instagram, Twitter and Facebook
- An overview of the most important parameters over all platforms (eg a graph showing the number of followers per platform etc)

## 4. APPLICABILITY AND BINDING FORCE

- 4.1. These Terms of Use apply to every use of the Website. The use of the Website comprises i.a. but is not limited to: the consulting of Content, the registration of an account, the uploading of Content.
- 4.2. These Terms of Use apply solely to Users. Non-registered users cannot access the platform.
- 4.3. Any use of the Website constitutes your acknowledgement and acceptance of the Terms of Use set out herein.
- 4.4. These Terms of Use define and regulate the legal relationship between Native Nation and the User(s).

## 5. CREATING AN ACCOUNT

- 5.1. In order to use the Website, the Website visitors need to create an Account by completing the Personal Data in the Registration Form available on the Website. The Registration Form must be completed entirely, accurately and truthfully.  
Native Nation can unilaterally, immediately, definitely and without prior notice refuse/remove the account linked to an incomplete or incorrect Registration.
- 5.2. Each account is created strictly for the registered User alone. The registered User is not allowed to share this account with third parties.

- 5.3. Upon registration, Users have to accept the Terms of Use set out herein by ticking the appropriate box.
- 5.4. Native Nation reserves the right to accept or refuse the Registration. The Registration may be refused for, inter alia, but not limited to, the following reasons:
- The User does not provide the data asked for identification or the User provides incomplete or incorrect data;
  - The User registers via the wrong registration form;
  - The User tries to register several or multiple times by using different names;
  - The User is not active on social media;
  - The User does not comply with the obligations set out in these Terms of Use, did not comply with them in the past or Native Nation can reasonably assume that he will not comply with them in the future;
  - Any other reason under which Native Nation can reasonably judge that Registration may not be accepted.
- 5.5. Upon acceptance of these Terms of Use Users provide us with the guarantee of being over 18 years of age or of having parental or guardian consent. Native Nation reserves the right to close without any warning, immediately, unconditionally and unilaterally any Account which belongs to a minor, unless written parental or guardian consent can be presented to us.
- 5.6. Following registration as a User, User's Account will become active after acceptance of the Terms of Use and the Privacy and Cookie Policy. From which point on the User will gain access to the Website to, inter alia, manage Personal Data,...
- 5.7. Users can end their Account on the Website by sending an e-mail to [yeswecan@nativenation.eu](mailto:yeswecan@nativenation.eu). User's Account becomes inactive following our formal confirmation by e-mail.
- 5.8. In case of termination of an account, the User will have no more access to the account from the moment of termination.

## 6. ACCESS

- 6.1. At its own discretion, Native Nation reserves the right to warn the Users or to refuse temporarily or definitely the access to the Website and/or Services.
- 6.2. Any refusal may notably but not exclusively be based on any of the following reasons:
- The User registered incompletely or incorrectly.
  - The User communicated his identification data to a third party;
  - The User tries to use the Website to cause damages of any kind or for a wrong purpose;
  - The User does not comply with the obligations drew up in these Term of Use, did not comply with them in the past, or can reasonably assume that he will not comply with them

in the future;

- Any other reason out of which Native Nation can reasonably judge that the access must be refused.

- 6.3. The User will safeguard Native Nation from any claim of the authorities or third parties against Native Nation related to any kind of breach and will compensate Native Nation in full for any damage which it would suffer following a breach committed by the User.

## 7. USE OF THE WEBSITE

- 7.1. Use of the Website is reserved solely for registered Users. Only registered Users can connect to their social media accounts, monitor their social media activity on these platforms through dashboards and enrich their profile by filling in a topics form, where they can indicate what topics their average post is mostly related to (eg cooking, fashion etc).
- 7.2. The User is at all times responsible for his content. Texts and/or photos belonging to third parties may not be used without prior consent of the owner.
- 7.3. The User warrants not to add misleading information or misleading Content, capable of creating misunderstanding concerning the displayed content.
- 7.4. With a view to the proper and efficient functioning of the Website, Native Nation reserves the right to remove Content that has been displayed on the Website or the Platform for over 12 months.

## 8. PROPER AND SAFE USE OF THE WEBSITE

- 8.1. Upon registration of an Account and use of the Website, User undertakes to:
- Use the Website in accordance with these Terms of Use and the Privacy and Cookie Policy;
  - Behave as a responsible and diligent internet user and keep his account up-to-date;
  - Refrain from actions capable of damaging Native Nation in any way;
  - Refrain from actions capable of damaging other Users in any way;
  - Refrain from registering multiple accounts by using different names;
  - Provide correct, accurate, complete and up-to-date Personal Data;
  - Ensure the confidentiality of his login and password and prevent third parties of logging in to his Account;

- Notify Native Nation immediately of any unauthorized use of his login and password;
  - Report to Native Nation immediately any (potential) breach of security of the Website;
  - Refrain from violating, copying, distributing or selling to a third party his login and password or any technical security measure on the Website;
  - Disrupt in no way the access to and use of the Website;
  - Protect his software, IT and telecommunications systems against viruses and all other possible risks, including but not limited to hacking.
- 8.2. Native Nation reserves the right to close User's Account immediately, unilaterally, definitively and without prior notice and to refuse User's access to the Website, upon breach of these Terms of Use by User and without the possibility to appeal.
- 8.3. The User will safeguard and hold harmless Native Nation from any claim of the authorities or third parties against Native Nation related to any kind of breach of these Terms of Use by the User and will compensate Native Nation in full for any damage which it would suffer accordingly.

## 9. LIMITATION OF LIABILITY

### A. *Concerning the Content and the communications between Users*

- 9.1. Native Nation draws attention to the fact that it is not the owner of the Content uploaded by Users and therefore is not liable for said Content, nor for any defects, deficiencies or the illegal nature thereof.
- 9.2. Native Nation does not guarantee the displayed Content does not infringe any applicable laws or any rights or interests of third parties or visitors to the Website.
- 9.3. We disclaim all liability for Content uploaded by Users in violation of rights of third parties, applicable criminal law or the public order and morality. If one takes notice of the presence of such content and feels his/her property rights have been violated, he should immediately inform Native Nation allowing the latter to take appropriate measures via the procedure provided for in article 11 of these Terms of Use.
- 9.4. The User who uploaded Content is solely liable therefore as well as for any possible resulting claims or legal consequences. Users will indemnify Native Nation and safeguard for any claim for damages and all related costs of visitors or third parties arising from the breach or violation of rights by the uploaded Content for which he is solely responsible.

- 9.5. Users cannot hold Native Nation liable for content posted by other Users, conduct of other Users or Content uploaded by other Users.
- 9.6. In case of a dispute with another User, User shall not hold Native Nation liable and shall indemnify Native Nation for any type of claims, demands and damages resulting from said dispute or connected to it in any way.

*B. Concerning the Website*

- 9.7. Native Nation pays the utmost attention and care to the content of the Website. However, this content is subject to changes, may at any time be removed and is made available to you without any express or implied warranties of correctness. Native Nation is not liable for damages resulting from the use in any way of contents of the Website.
- 9.8. Native Nation makes every effort to grant access to the Website 24/7. Given the technical characteristics of the Internet and the information technology, and given the need for periodic maintenance, updates or upgrades, however, we cannot warrant uninterrupted access and services. In case of acceptable discontinuance, interruption or disruption of access or services, we will do everything in our power to correct it within the shortest possible delay. Such normally acceptable interruptions or disturbances are specific to services via the Internet and cannot be considered as defects or default. They will in no case give rise to liability to any damages or other remedy.
- 9.9. Native Nation pays the utmost attention and care to the presence of hyperlinks to the websites of third parties. We cannot guarantee that these links will work. Native Nation does not warrant the timely and legible arrival of e-mails that can be sent via the internal messaging system. We are not liable for the accuracy of the information published on the websites of third parties. In case of normal acceptable disruption of the functioning of these hyperlinks or the internal e-mail service, Native Nation will do everything possible to remedy this within the shortest possible delay. This can in no case give rise to liability to any damages or remedy.
- 9.10. Native Nation cannot be held liable for the loss of data due to a technical malfunction or human error.
- 9.11. Native Nation cannot be held liable for indirect damage, including but not limited to consequential damage, lost profits or lost savings.
- 9.12. Native Nation cannot be held responsible for the loss of money or reputation, or for any other specific direct, indirect or consequential damages arising out of, or in any way related to, the use of the Website and the use of the Platform. Where appropriate, we exclude warranty and liability if and to the extent permitted by the applicable law.
- 9.13. User indemnifies Native Nation against any claim by governments or third parties for infringement of any kind of these Terms of Use and User will reimburse in full any damage Native Nation may sustain by his/her acts or omissions on the Website.



## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The content of the Website originating from Native Nation itself, including the trademarks, logos, drawings, data, product or company names, texts, images, etc. is protected by intellectual property rights and belongs to Native Nation, where these rights are not vested in third parties whose material has been made available on the Website.
- 10.2. We respect the intellectual property of others, and ask Users of the Website to do the same. Intellectual property rights on Content posted by Users will not be transferred to us, but will remain vested with the User.
- 10.3. If one believes his intellectual property rights have been violated, he/she should notify Native Nation by e-mail or by registered letter as soon as possible.

As soon as Native Nation receives all relevant information concerning the violation, we will investigate the complaint and we will take appropriate measures within 72 hours upon receiving of the complaint. Native Nation reserves itself the right to immediately take down the said Content in case of a suspected violation of the Terms pending the investigation.

## 11. USE OF DATA

- 11.1. The User acknowledges and agrees that the Website stores and uses data with a view to manage the Website and its Accounts.
- 11.2. The user's data will not be transferred to any external party.
- 11.3. Native Nation does not reserve the right to place ads, banners, logos or other commercial information of partners. We cannot close partnerships with external parties to place ads or other types of advertising, for example Google.

## 12. FORCE MAJEURE

Native Nation cannot be held liable for the breach of contract if the default is caused by an event qualified as Force Majeure or results from an event reasonably out of control of Native Nation.

## 13. MODIFICATIONS

Upon modification of these Terms of Use, the new version shall be available on the Website and the URL will be sent to all Users. This new version shall apply from User's next visit to the Website. From that moment, User shall be deemed to have taken note of this and to agree to this new version. It is important to verify the date of the last update at each visit to the Website.

## 14. ENTIRE AGREEMENT

If any provision of these Terms of Use proves to be invalid or unenforceable, the remaining provisions of the Terms shall remain in full force. Native Nation will replace the null / nullified stipulation, with the intent of the null / nullified stipulation to be taken into account.

## 15. USE OF COOKIES

During a visit to the Website, cookies may be installed on the hard disk drive of your computer in order to improve the Website's functions to the needs of the returning visitor. These cookies are not used to track the surfing habits (to other websites) of visitors. Your internet browser allows you to prevent the use of cookies, to receive a warning when a cookie is installed or to remove the cookies from your hard drive. Please consult the help function of your web browser.

Please refer to our Privacy and Cookie Policy, available at [www.nativenation.eu/pcp](http://www.nativenation.eu/pcp).

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms of Use shall be governed, interpreted and enforced in accordance with Belgian law, which applies exclusively to any possible dispute.

16.2 The courts of Antwerp have sole jurisdiction to rule on any dispute that may arise from the interpretation or implementation of these Terms of Use.

## 17. CONTACT

For any additional information or comments concerning these Terms of Use, you may contact Native Nation, with registered office in Merchtem.

Any complaint or dispute must be sent by registered mail to the above address. Any communication by Native Nation shall happen through the Website or by the following e-mail address [Yeswecan@nativenation.eu](mailto:Yeswecan@nativenation.eu).