

## TERMS OF USE

Effective as of October 2022

The use of our website is governed by specific terms of use which we ask you to read.

### 1. Introduction

The website <https://prejointheview.netlify.app/> any subdomains, mobile applications or application programming interfaces (the 'Site') are made available by The View B.V. to provide online access to information about our company and the products and services we provide. Throughout the Site, the terms “we”, “us” and “our” refer to The View B.V.

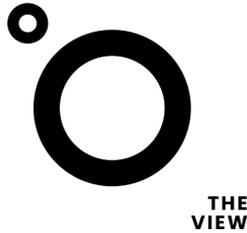
Access to and use of the Site is governed by the terms of use (Terms of Use) set forth below. By visiting the Site and viewing its contents, you accept the Terms of Use without any limitation or reservation whatsoever, to the extent permitted by law.

### 2. Disclaimer

We have carefully checked all the information on the Site and we do our best to keep it as up-to-date as possible. Nevertheless, we are unable to give any guarantee regarding the completeness, up-to-dateness or accuracy of the nature or content of the information and services and products provided on the Site whatsoever. Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Site, except as required by law. No specified update or refresh date applied on the Site, should be taken to indicate that all information on the Site has been modified or updated. Any action based on any information on the Site are entirely at your own risk and expense.

We accept no liability whatsoever for any harm, of whatever nature, that might arise from access to or use of the Site and/or the application, processing or other use of the information contained on the Site nor will we be liable for harm (including but not limited to lost profits or revenues, loss resulting from business interruption or any other loss) due to possible viruses which may infect your computer as a result of using the Site or for the loss of software or other data on your information processing system or in any other way.

We do not give any guarantees of any kind whatsoever relating to third-party website, plugins and applications to which you gain access via the Site or from which you obtain access to the Site (“Third-party Sites”). Any such Third-party Sites are included solely for convenience and The View is not responsible for the contents of pages on Third-party Sites.



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We attempt to ensure that the Site is continuously accessible but will not be liable for any consequences however caused because the Site for whatever reason is not available at a given moment. The Site may be temporarily or permanently taken out of operation by us without prior notice.

### 3. Indemnity

You agree to indemnify and hold The View, its officers, directors, members, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against The View by any third party due to or arising out of or in connection with your use of the Site or any willful misconduct on your part.

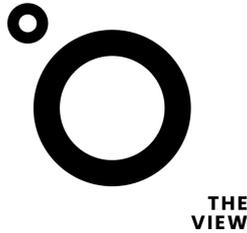
### 4. Limitation of Liability

Under no circumstances will The View or its licensors be liable to you for any indirect, consequential, exemplary, or incidental damages, or any similar damage or loss, including but not limited to lost profits or revenues, loss resulting from business interruption, loss of business information, loss of data, loss of use or any other loss even if the View or its licensors has been advised of the possibility of such damages, loss, tax liability, cost or expense, howsoever caused or incurred (including without limitation through error, omission, negligence, misrepresentation, miscalculation or matters outside the control of The View).

If, notwithstanding the other provisions of this Agreement, The View is found to be liable to you for any damage or loss which arises out of your use of the App or other services included on or otherwise made available to you, The View's aggregate liability shall in no event exceed an amount greater of one dollar or any amounts actually paid in cash by you directly to The View, for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you. If you are dissatisfied with any portion of the App or with any of this Agreement, your sole and exclusive remedy is to discontinue using the App.

Any action concerning any dispute you may have with respect to the App must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

### 5. Copyright



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### **6. Your Use of the Site**

Any action that undermines the Site's security, preventing access to the Site, otherwise damage to the Site or the information thereon or causing harm to other users of the Site is expressly prohibited. The View reserves the right to bar any such activity and to take other legal actions to ensure compliance. This includes, but is not limited to, cease-and-desist warnings, court orders, injunctions, fines, damages relief, and so on.

### **7. Brands and logos**

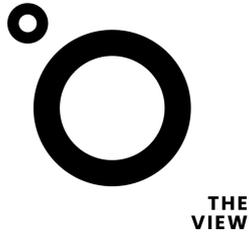
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### **8. 360 Content**

The 360-videos provided on this Site enables you to explore the entire 360 degrees of a scene and is offered exclusively for personal viewing purposes only. The 360-videos content can be viewed with or without an Oculus VR headset. The View has no responsibility or liability to you related to the functionality of any virtual reality headset provided by a third party (e.g., The View is not responsible for any malfunction of or physical damage to such a device as the result of perspiration or any moisture that might affect how the device works, or for any other reason). The View does not guarantee that it will maintain any specific integration with any services or functionalities of third parties and it reserves the right to modify integrations, discontinue integrations, swap providers, or provide the same service by itself.

### **9. Privacy**

Information transmitted via the Site or by e-mails to The View will be deemed not confidential. The View will process your personal data when you use the Site or communicate via email with The View. Such processing of personal data is in accordance with The View's Privacy Policy and Cookie Policy. Additionally, by using the Site, you



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acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

### **10. Amendments and applicable law**

The View reserves the right to amend these Terms of Use at any time. Such amendments are equally binding on you and you should therefore regularly visit this page to read the latest Terms of Use which you are bound by.

The Terms of Use are governed by and interpreted according to the laws of the Netherlands and, in accepting them, you agree to any disputes connected with the Terms of Use or the implementation thereof being decided by the competent court in Amsterdam, the Netherlands. Notwithstanding the foregoing, The View shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under these Terms of Use or any other agreement.

If a competent court rules that particular provisions of these Terms of Use are not legally valid or not practicable, the invalidated provisions of the Terms of Use will be deemed to have been deleted from the Terms of Use although the remaining provisions of the Terms of Use remain in full force.