

# Terms of Service

## 1. DEFINITIONS

The “Agreement” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “Terms of Service” or the "Terms") and all other operating rules, policies (including the Stem App B.V. Privacy Statement) and procedures that we may publish from time to time on the Website.

The “Service” refers to the applications, software, products, and services provided by Stem.

The “Website” refers to Stem App B.V.’s website located at stemapp.io, and all content, services, and products provided by Stem App B.V. at or through the Website. It also refers to Stem App B.V.-owned subdomains of stemapp.io, such as pro.stemapp.io.

“The User,” “You,” and “Your” refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the account; or that directs the use of the account in the performance of its functions. A User must be at least 18 years of age.

“Stem”, "Stemapp", “We”, and “Us” refer to Stem App B.V., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.

“Content” refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. “User-Generated Content” is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.

## 2. ACCOUNT TERMS

### A. Required Information

You must provide a valid email address and your real name in order to complete the signup process. Any other information requested, such as your address, is optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity), if you generate contracts through our service or if you opt for a paid account, in which case additional information will be necessary for billing purposes.

### B. Account Requirements

We have a few simple rules for accounts on Stem.

You must be a human to create an account. Accounts registered by "bots" or other automated methods are not permitted. One person or legal entity may maintain no more than one free account.

You must be age 18 or older. Stem does not target our Service to people under 18, and we do not permit any Users under 18 on our Service. If we learn of any User under the age of 18, we will terminate that User's account immediately. If you are a resident of a country outside the Netherlands, your country's minimum age may be different; in such a case, you are responsible for complying with your country's laws.

Your login may only be used by one person — i.e., a single login may not be shared by multiple people. A paid organization account may create separate logins for as many users as its subscription allows.

Overall, the number of Users must not exceed the number of accounts you've ordered from us.

### C. User Account Security

You are responsible for keeping your account secure while you use our Service. The content of your account and its security are up to you.

You are responsible for all content posted and activity that occurs under your account. You are responsible for maintaining the security of your account and password. Stem cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You will promptly notify Stem if you become aware of any unauthorized use of, or access to, our Service through your account, including any unauthorized use of your password or account.

### D. Additional Terms

In some situations, third parties' terms may apply to your use of Stem. For example, you may be a member of an organization on Stem with its own terms or license agreements. Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

## **3. ACCEPTABLE USE**

### A. Compliance with Laws and Regulations

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, financial laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

### B. Content Restrictions

You agree that you will not under any circumstances upload, post, host, or transmit any content that:

- is unlawful or promotes unlawful activities;
- is or contains sexually obscene content;
- is libelous, defamatory, or fraudulent;
- is discriminatory or abusive toward any individual or group;

- contains or installs any active malware or exploits, or uses our platform for exploit delivery (such as part of a command and control system); or
- infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.

### C. Conduct Restrictions

While using Stem, you agree that you will not under any circumstances:

- harass, abuse, threaten, or incite violence towards any individual or group, including Stem employees, officers, and agents, or other Stem Users;
- use our servers for any form of excessive automated bulk activity (for example, spamming), or relay any other form of unsolicited advertising or solicitation through our servers, such as get-rich-quick schemes;
- attempt to disrupt or tamper with Stem’s servers in ways that could harm our Website or Service, to place undue burden on Stem’s servers through automated means, or to access Stem’s Service in ways that exceed your authorization ;
- impersonate any person or entity, including any of our employees or representatives, including through false association with Stem, or by fraudulently misrepresenting your identity or site's purpose; or
- violate the privacy of any third party, such as by posting another person's personal information without consent.

### D. Services Usage Limits

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without Stem’s express written permission.

### E. Scraping

Scraping refers to extracting data from our Website via an automated process, such as a bot or webcrawler. You may scrape the website for the following reasons:

Researchers may scrape public, non-personal information from Stem for research purposes, only if any publications resulting from that research are open access.

Archivists may scrape Stem for public data for archival purposes.

You may not scrape Stem for spamming purposes, including for the purposes of selling Stemapp users' personal information, such as to recruiters, headhunters, and job boards.

### F. Excessive bandwidth use

If we determine your bandwidth usage to be significantly excessive in relation to other Stem customers, we reserve the right to suspend your account or throttle your file hosting until you can reduce your bandwidth consumption.

### G. User Protection

You agree not to engage in activity that significantly harms our Users. We will resolve disputes in favor of protecting our Users as a whole.

## **4. PAYMENT**

### **A. Pricing**

Our pricing and payment terms are available in your Company's Subscription settings. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

### **B. Upgrades, Downgrades, and Changes**

We will immediately bill you when you upgrade from the free plan to any paying plan. If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately. You may change your level of service at any time by choosing a plan option or going into your Subscription settings. If you choose to downgrade your account, you may lose access to Content, features, or capacity of your account. Please see our section on Cancellation for information on getting a copy of that Content.

### **C. Billing Schedule; No Refunds**

The Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open account; however, the service will remain active for the length of the paid billing period.

In order to treat everyone equally, no exceptions will be made.

### **D. Authorization**

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, for fees that you authorize for Stem.

### **E. Responsibility for Payment**

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Stem any charge incurred in connection with your use of the Service. If you dispute the matter, contact Stem Support. You are responsible for providing us with a valid means of payment for paid accounts. Free accounts are not required to provide payment information.

## **5. CANCELLATION AND TERMINATION**

### **A. Account Cancellation**

It is your responsibility to properly cancel your account with Stem. You can cancel your account at any time by e-mailing us on [info@stemapp.io](mailto:info@stemapp.io) from your subscribed e-mail account.

## B. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within two weeks of cancellation or termination (though some information may remain in encrypted backups). This information can not be recovered once your account is cancelled.

We will not delete Content that you have contributed to other Users.

Upon request, we will provide an account owner with a copy of your lawful, non-infringing account contents after account cancellation, termination, or downgrade. You can make this request at any time, but ultimately within two weeks of cancellation or termination.

## C. Stem May Terminate

Stem has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Stem reserves the right to refuse service to anyone for any reason at any time.

## D. Survival

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **6. DISCLAIMER OF WARRANTIES**

Stem provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Stem does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

## **7. LIMITATION OF LIABILITY**

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## **8. CHANGES TO THESE TERMS**

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price changes, at least 30 days prior to the change taking effect. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

## **9. CONTACT**

### **Address**

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