

TERMS OF USE FOR SHAIRED PLATFORM OPERATED BY HULQ

Effective Date: November 14th, 2024

1. GENERAL TERMS

a. By accessing or using the SHAIRED platform (the "Service"), operated by HULQ, you agree to be bound by these Terms of Use and our Privacy Statement. If you do not agree with these terms, you must refrain from using the Service.

b. The platform was developed by and is owned and operated by HULQ. We reserve the right to change these Terms of Use at any time without personal notice to you by updating it within the Platform to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the Platform after changes are posted constitutes your acceptance of the amended Terms of Use.

c. You are responsible for all access to the platform through your electronic device and for bringing these Terms of Use to the attention of all persons who may access the Platform.

d. The use of the Platform does not include the provision of a computer nor mobile device or other necessary equipment to access it. To use the Platform, you will require internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone, internet, data, or other costs you may incur.

2. USE OF THE PLATFORM AND CONTENT

a. You are granted a limited, non-exclusive, and non-transferable license to access and use the Service in accordance with these Terms of Use.

b. You agree not to use the Service for any unlawful or prohibited activities, and you will comply with all applicable laws and regulations. You shall not use the Platform or any content that you obtain from the platform in any way that:

- Is in breach of any law, statute, regulation, or bylaw of any applicable jurisdiction;
- Is fraudulent, criminal, or unlawful;
- Is inaccurate or out-of-date;
- May be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, bullying, abusive, hateful, menacing, defamatory, untrue, or political;
- Impersonates any other person or misrepresents a relationship with any person or body;
- May infringe or breach the copyright or intellectual property rights or privacy rights of any third party;
- Is contrary to our interests or violates any specific rule or requirement stipulated by us on the Platform; or
- Involves viruses, unsolicited emails, Trojan horses, or any other harmful computer programming routines.

c. You agree not to use automated systems like "robots" or "spiders" that access the Platform in a way that sends more request messages to SHAIRED servers than a human can reasonably produce. SHAIRED grants permission for public search engines to use spiders solely for creating publicly available searchable indices, but not caches or archives. SHAIRED reserves the right to revoke these exceptions.

d. You assume sole responsibility for the results obtained from using the Platform and for any

conclusions drawn from it. We shall have no liability for any damages caused by errors or omissions in information provided by you or actions taken by us at your direction.

e. You agree to comply at all times with any instructions for use of the Platform made by us from time to time.

f. As a registered user of the Platform, you may establish an account ("Account"). You must treat your user identification code, password, or any other security information as confidential and not disclose it to anyone else. You are solely responsible for maintaining the confidentiality of your Account and for all activities that occur on or through your Account. You agree to immediately notify us of any security breach.

g. All content provided by SHAIRED, including text, images, graphics, and other materials (the "Content"), is owned by or licensed to HULQ and is protected by copyright and intellectual property laws. You may not copy, modify, distribute, or otherwise exploit the Content except as expressly permitted by these Terms of Use.

3. CONTENT AND CONDUCT

a. You are solely responsible for the content you create, upload, or distribute via the Service. You agree not to upload or share any content that is unlawful, defamatory, obscene, or violates any third-party rights. You must respect the rights of other users and refrain from harassment, abuse, or spamming.

b. SHAIRED reserves the right to remove any content that violates these terms and may suspend or terminate your account if necessary.

c. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to SHAIRED (owned and operated by HULQ) all patent, trademark, trade secret, copyright, or other proprietary rights in and to such Content for publication on your selected Social Media Platform Accounts pursuant to these Terms of Use.

4. AI-GENERATED CONTENT

a. Ownership: All content generated by the AI tool based on user inputs (the "AI-Generated Content") remains the property of the user who provided the input, subject to the rights granted to SHAIRED as outlined below.

b. License to Use: By submitting your input to SHAIRED, you grant SHAIRED a worldwide, royalty-free, non-exclusive license to use, store, display, and distribute the AI-Generated Content for the purposes of operating, improving, and providing the Service. This includes the right to modify and adapt the content to better fit the Platform's functionality, provided that such modifications do not misrepresent your original input.

c. Right to Share: You agree that SHAIRED may display and share the AI-Generated Content on social media platforms (such as Facebook, Instagram, LinkedIn, and TikTok) in accordance with your chosen settings. You retain full ownership of the AI-Generated Content, but by choosing to share it on social media platforms, you grant the platforms the necessary licenses to use and distribute the content in accordance with their respective terms of service.

d. Restrictions: You may not sell, license, or otherwise transfer the AI-Generated Content to third parties for commercial purposes, except as otherwise permitted by these Terms of Use. Additionally, you agree not to use the AI-Generated Content in a way that would infringe upon the rights of others

or violate any laws.

e. No Responsibility for Infringement: While SHAIRED uses best efforts to ensure that AI-Generated Content does not infringe upon third-party intellectual property rights, SHAIRED cannot guarantee that the AI-Generated Content will not infringe upon such rights. You are responsible for ensuring that the input you provide to the AI tool does not violate the rights of others, including copyright, trademark, and other intellectual property rights.

5. PAYMENTS, TAXES, AND REFUND POLICY

a. Certain products, services, and offerings available via the Platform may require you to purchase subscription plans or credit packages.

b. If you choose a recurring paid subscription plan, you will automatically be charged the plan rate each period until you elect to terminate your subscription.

c. You can upgrade to a higher tier plan within the same period.

d. Free plan users may continue with limited functionality and are automatically renewed each month.

e. Credit packages are purchased once, and the credits will be available until the next plan renewal date. Credits purchased will expire with the renewal of your plan.

f. You agree to pay for all products or services you purchase through the Platform, and that we or authorized distributors may charge your payment method for any products or services purchased and any applicable taxes.

g. EU Zone Users: Users in the EU are subject to applicable VAT laws.

h. Outside EU Zone Users: Users outside the EU may be subject to local taxes and fees.

i. All sales of products or services are final.

j. Prices may change at any time, and we do not provide price protection or refunds for price reductions.

k. Refunds are at SHAIRED's discretion, as outlined in the service agreement.

6. ELECTRONIC CONTRACTING

a. By using the Platform, you acknowledge that your electronic submissions constitute your agreement to be bound by and to pay for such agreements and transactions. This applies to all records relating to transactions you enter into on this Platform.

7. AVAILABILITY OF THE PLATFORM, CONTENT, SECURITY & ACCURACY

a. SHAIRED strives to ensure continuous and secure access to the Platform, but we cannot guarantee that the platform will be uninterrupted or free from errors. We are not liable for any downtime or issues with accessibility.

b. We take reasonable precautions to protect your data in accordance with our Privacy Policy, but no system is entirely secure. We cannot guarantee complete security of your data.

c. We make no warranty or representation that the information and materials on the Platform are accurate, complete, or up-to-date.

8. INDEPENDENCE FROM PLATFORMS AND AI CONTENT PROVIDERS

a. SHAIRED is independent of the social media platforms to which it links, including Facebook, Instagram, LinkedIn, TikTok, and AI Content Providers. We do not control these platforms and are not responsible for their content or policies. You agree to abide by the terms and conditions of these platforms when using them in conjunction with SHAIRED.

9. LIABILITY

a. To the fullest extent permitted by law, SHAIRED and HULQ disclaim all liability for any damages, losses, or expenses incurred by you in connection with your use of the Service.

10. INTELLECTUAL PROPERTY RIGHTS

a. All intellectual property rights in the Service, including software, designs, trademarks, and branding, are owned by HULQ. You may not use any of our intellectual property without express permission.

b. If you believe your intellectual property rights have been infringed, you may submit a notification to us.

11. PRIVACY POLICY

a. We maintain and track information about you in accordance with our Privacy Policy. By using the

Service, you agree to the collection and use of your personal data as outlined in the Privacy Policy.

12. LINKS TO THIRD-PARTY PLATFORMS

a. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the Platform exists.

13. TERMINATION

a. SHAIRED reserves the right to terminate your account and access to the Service if you violate any provision of these Terms of Use. You will remain liable for any amounts due up to the date of termination.

14. SEVERABILITY

a. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15. NON-ASSIGNMENT

a. You may not assign or transfer your rights and obligations under this agreement to any third party without our prior written consent.

16. EXCLUSION OF WARRANTIES

a. Except as expressly stated in these Terms of Use, all warranties, conditions, and representations, whether express or implied, are excluded to the fullest extent permitted by law.

17. INDEMNIFICATION

a. You agree to indemnify and hold HULQ harmless from any damages, losses, or expenses arising out of (1) your breach of these Terms of Use, (2) your use of the Service, or (3) your violation of any law or the rights of a third party.

18. LAW & JURISDICTION

a. These Terms of Use will be governed by and construed in accordance with the laws of the Netherlands. Any disputes will be subject to the exclusive jurisdiction of the courts of the Netherlands.

b. If you have any questions about these Terms of Use, please contact us at admin@hulq.nl.